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 – March 7, 2019 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Rosalyn Malone, a Bus Operator in the Mass Transit Department, on her selection as the "Employee of the Month" for March 2019;

B. Adopt the Proclamation proclaiming the month of April 2019 as "Donate Life Month" in Escambia County and encouraging all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card; and

C. Ratify the Proclamation dated February 12, 2019, commending Mrs. Georgia Blackmon for her dedicated and purposeful life as a citizen-activist, bookseller, and community volunteer, and expressing the Board's gratitude for her actions as founder, owner, and daily manager of The Gathering Awareness Bookstore in sustaining community as she moves into her next phase of life and activities.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Cheri Cook, Senior Office Support Assistant, Animal Services Division, on 23 years of dedicated service; and

B. The Proclamation commending and congratulating John Hopson, Animal Control Officer, Animal Services Division, on 33 years of dedicated service.

8. Written Communication.

February 7, 2019, communication from Christopher Langham concerning the Pensacola Hookah Lounge that is located across from the Ferry Pass Middle School.

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley:

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley:

A. Approve or deny the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

This request is located in Commission District 2.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Brookhaven Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Brookhaven Subdivision 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.

12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Covington Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Covington Subdivision 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

13. 5:34 p.m. Public Hearing to Consider an Ordinance Creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 Establishing the Escambia-Pensacola Human Relations Commission.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

14. 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 December 2018 Returns Received in January 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2018 returns received in the month of January 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2019; total collections for the month of December 2018 returns was $453,616.70; this is a .07% decrease over the December 2017 returns; total collections year to date are 11.53% more than the comparable timeframe in Fiscal Year 2018.

2. Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports are available online at http://www.escambiaclerk.com/clerk/coc_cafr.aspx):

A. The Government Finance Officer's Association version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018; and

B. The Auditor General version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 14, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 21, 2019; and

C. Approve the Minutes of the Regular Board Meeting held February 21, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 5, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 5, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-02 and Z-2019-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2019-02***
Address:	12960 Lillian Highway and 12400 BLK Lillian Highway
Property Reference No.:	02-2S-32-1001-030-010 & 02-2S-32-1001-043-010
Property Size:	0.17 (+/-) acres and 0.11 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-Use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Barbara Fortunati, Bruce Gamiere, David Puglisi, Jacqueline Lane, Craig Hartigan, Patrick Langan, Ellen Stuckey, Karen Hartigan
2. Case No.:	***Z-2019-03***
Address:	8662 Ashland Avenue
Property Reference:	10-1S-30-1101-030-005
Property Size:	4.76 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-Use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Commissioner District:	3
Requested by:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Schultz, Gail Manning, James D. Homyak

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on February 5, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 2 and 4 Regarding Accessory Structures on Pensacola Beach

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 2 and 4, to clarify general variance provisions and the regulation of accessory structures, especially those on Pensacola Beach and as may be directed by the Santa Rosa Island Authority.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, Heavy Commercial & Light Industrial (HC/LI), and Chapter 4, Article 7, Section 4-7.13, Temporary Uses and structures, to address temporary sales of automobiles as a permitted use in HC/LI. The Planning Board recommended denial of this Ordinance.

   This hearing serves as the second of two public hearings.

II. Action Items

1. Recommendation Concerning Final Plat Crimson Pointe Permit FP# 190166

That the Board take the following action concerning recording of Crimson Pointe (a 35-lot residential subdivision), located in the Beulah Community and lying north of Mobile Highway, also known as U.S. Highway 90, and west off Rebel Road and south of Beulah Church Road. Owner and Developer is Crimson Pointe Developers, Inc. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final 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 Statutes:

A. Approve the Final Plat for recording;

B. Approve the street names "Crimson Pointe Boulevard" and "Crimson Pointe Circle";

C. Accept all public easements, ponds, drainage improvements within public easements as depicted on the final 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 the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

2. Recommendation Concerning Final Plat Harmony Estates Permit FP# 1901150

That the Board take the following action concerning recording of Harmony Estates (a 44-lot residential subdivision), located in the Cantonment/Farm Hill Community and lying west off County Road 97 and north of W. Kingsfield Road also known as County Road 186. Owner and Developer is TH Harmony Estates (FL) 2018, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final 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 final plat for recording;

B. Approve the street names “Allegra Lane and Cadence Loop”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final 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 the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety, for Streets and Drainage Improvements.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

April 4, 2019

A. 5:45 p.m. - A Public Hearing - Vested Rights Determination - 625 Calhoun Avenue - VRD-2019-01

Summary: To allow a mobile home in the Warrington Overlay

B. 5:46 p.m.- A Public Hearing - Lot Width Ordinance (first of two Public Hearings)

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Park License and Management Agreements for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for County athletic parks between Escambia County and volunteer athletic associations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organizations:

1. Five Flags Knights Lacrosse, Inc. at Brent Baseball Park;
2. D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence) Youth Development, Inc. at Mayfair Park; and

B. Authorize the Chairman to sign each Park License and Management Agreement for the same aforementioned volunteer athletic organizations, effective upon Board approval.

2. Recommendation Concerning an Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola between Escambia County, Florida, and the City of Pensacola, Florida.

3. Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the CNG Spring Auto Show - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the CNG Spring Auto Show, to include music and vehicle bass, being held at 113 Massachusetts Avenue, Pensacola, Florida, on Sunday, March 10, 2019, from 7:00 a.m., to 7:00 p.m.

4. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Volume 1, Chapter 10, Article I, Section 10-11(c), Section 10-14(g),and Section 10-18 of the Escambia County Code of Ordinances, Regarding Animal Control - Tim Tolbert, Building Official/Department Director

   That the Board authorize the scheduling of a Public Hearing for April 4th, 2019, at 5:31 p.m., for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Section 10-11, Section 10-14, and Section 10-18, of the Escambia Code of Ordinances, regarding Animal Control.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 7, 2019 - Tonya Green, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the February 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning the Scheduling of a Public Hearing for the Bradfield Subdivision Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on April 4, 2019, at 5:32 p.m., to consider adoption of an Ordinance creating the Bradfield Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

7. Recommendation Concerning the Scheduling of a Public Hearing for the Seagrass Point Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on April 4, 2019, at 5:33 p.m., to consider adoption of an Ordinance creating the Seagrass Point Street Lighting Municipal Services Benefit Unit (MSBU).

8. Recommendation Concerning the Human Services Appropriations Committee - Amy Lovoy, Interim County Administrator

   That the Board abolish the Human Services Appropriations Committee. Per Tom Hilton, Chief Financial Officer, United Way of Escambia County, with the consolidation of Escambia County's HSAC process into the United Way of Escambia County's Community Investment process several years ago, there is no need for the County to solicit Escambia County residents to staff the County's HSAC process.

9. Recommendation Concerning the CareerSource Escarosa Local Workforce Development Area Designation - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Approve the redesignation of the Local Workforce Development Area 1 to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to other core programs at the community level; and

B. Approve and authorize the Chairman to sign the Application for Subsequent Local Workforce Development Area Designation.

10. Recommendation Concerning an Appointment to the Board of Adjustment - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Willie Kirkland, Jr., to the Escambia County Board of Adjustment, effective March 7, 2019, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

11. Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Alexandra Goldsmith to the Escambia County Disability Awareness Committee, effective March 7, 2019, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

12. Recommendation Concerning an Appointment by the Pensacola City Council to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board acknowledge for the Official Record the Pensacola's City Council's appointment of Bradley Vinson to the West Florida Public Library Board of Governance, to serve a two-year term, effective March 1, 2019, through February 28, 2021.

13. Recommendation Concerning the Request for Disposition of Property for the Library Services Department - Todd Humble, Library Services Director

    That the Board approve the Request for Disposition of Property Form for the Library Services Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

14. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

    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 items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

15. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

    That the Board approve the 10 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be disposed of properly.

16. Recommendation Concerning the Request for Disposition of Property for the Court Administration Office - Will Moore, Chief Deputy Court Administrator

    That the Board approve the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past its end-of-life. Some equipment is not operational and is now no longer of use to the department. These items are listed on the provided spreadsheet with reasons stated.

17. Recommendation Concerning the Request for Reinstatement of Property to the Public Works Department - Wes Moreno, Public Works Department Director

That the Board approve the Request for Re-Instatement of Property Form for the Public Works Department, for property described and listed on the Form, with reason for reinstatement noted. The item has been found to still be useful to the County. The Request Form has been signed by all applicable authorities to be reinstated to the Fleet Maintenance Division.

18. Recommendation Concerning Lawrence S. Powell's Appointment to the Pensacola Bay Bridge Naming Committee - Robert Bender, County Commissioner, District 4

That the Board confirm the appointment of Lawrence S. Powell as Commissioner Robert Bender's appointee on the Pensacola Bay Bridge Naming Committee, effective March 7, 2019, and continuing until the Board sunsets the Committee or through Commissioner Bender's term of office (2022).

19. Recommendation Concerning the Appointment of Frederick A. Davis to the Pensacola Bay Bridge Naming Committee - Jeff Bergosh, County Commissioner, District 1

That the Board confirm Commissioner Jeff Bergosh's appointment of Frederick A. Davis as his appointee on the Pensacola Bay Bridge Naming Committee, effective March 7, 2019, and continuing until the Board sunsets the Committee or through Commissioner Bergosh's term of office (2020).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Adoption of a Resolution Approving the Issuance of not Exceeding $8,000,000 Escambia County, Florida Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019 - JoLinda Herring, Bryant Miller Olive P.A.

   That the Board adopt and authorize the Chairman to execute the Resolution authorizing the issuance and sale of not to exceed $8,000,000 Escambia County, Florida Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019 (herein, the "Bonds"), on behalf of International Paper Company (the "Company") for the purpose of refunding certain outstanding bonds currently outstanding and issued by the County on behalf of the Company. The Bonds will not obligate the credit of the County or pose any obligation or liability for the County.

2. Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewal Periods Provided for in the Agreement for Commissary Services for the Escambia County Jail, PD13-14.063 - William R. Powell, Director of Corrections

   That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 6 of PD13-1-4.063, Agreement for Commissary Services for the Escambia County Jail.

   [Funding: This is a revenue generating Agreement benefiting the Detention/Jail Commissary Fund, Fund 111]

3. Recommendation Concerning Utilization of the First of Two Possible One-Year Renewal Periods Provided for in the Agreement for Inmate Food Services, PD13-14.065 - William R. Powell, Director of Corrections

   That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of PD 13-14.065, Agreement for Inmate Food Services.

   [Funding: Fund 001, General Fund; Cost Center 290401]

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

That the Board ratify the following March 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Mary M. Dodd, owner of residential property located at 1 Park Drive, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heat and air conversion;

2. The Agreements between Escambia County CRA and Thomas J. Clayton, owner of residential property located at 1 Greve Road, Warrington Redevelopment District, each in the amount of $4,365, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

3. The Agreements between Escambia County CRA and Richard R. and Charlotte L. Birge, owners of residential property located at 101 Edgewater Drive, Warrington Redevelopment District, each in the amount of $3,212, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

4. The Agreements between Escambia County CRA and Noeline M. Emmons, owner of residential property located at 303 Gilliland Road, Warrington Redevelopment District, each in the amount of $5,557, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows; and

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

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

That the Board ratify the following March 7, 2019, 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 eight 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**
Willis Cornelius and Connie Faye Fails	1716 West Saint Joseph Street	$2,080
Belinda G. Glencoe	8809 Chisholm Road	$4,787
Brenda Joyce Greene	2570 Brooklyn Street	$2,640
Derryl D. Kidder	4 Audusson Avenue	$2,775
Naybor Properties, LLC	804 Lakewood Road	$3,115
John R. Ryan	104 Southeast Gilliland Road	$2,850
Susan Smith	429 Baublits Court	$4,397
Robert E. Tarrant, Jr.	2275 Berg Street	$6,000

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

6. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following March 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity of the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approving the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipients have met their one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Tzy-Yn & Michael M. Hua	847 North Navy Boulevard	$3,017

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

7. Recommendation Concerning Authorization of a Month-to-Month Continuation of the Agreement for Livestock Collection and Boarding Services - Tim Tolbert, Building Official/Department Director

That the Board authorize a month-to-month continuation of the current livestock and boarding Agreement, as permitted by the terms of the current Agreement between Escambia County and Josh Weekley.

[Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401]

8. Recommendation Concerning the Funding Allocation to Montclair Elementary School - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's Discretionary Fund for the purchase of school uniforms for Montclair Elementary School.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

9. Recommendation Concerning the Lease of the County-Owned Space at 150 West Maxwell Street, by Rebuild Northwest Florida, Inc. - Robert E. Dye, Facilities Management Department, Interim Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement with Rebuild Northwest Florida, Inc., for the property located at 150 West Maxwell Street, Pensacola, Florida, for the term of three years, commencing on April 1, 2019, with the option to renew the lease for two additional two-year terms.

Rent is to be paid to the County in the amount of $1.00 per year.

10. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,410,333, and from Cost Center 360105, in the amount of $894,707, for a combined total of $2,305,040;

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,305,040, for a total allocation of $9,120,879, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A," as follows:

1. Direct programming: Expenses of ~~$5,121,293.00~~ $6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$457,786.00~~ $561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA);

3. Personnel: Expenses of ~~$1,236,760.00~~ $1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola

Sports Association (PSA); and

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

D. Authorize the execution of the necessary Change Order.

11. Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2018/2019 between Escambia County and Five Flags Sertoma of Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc.:

A. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

B. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

12. Recommendation Concerning Supplemental Budget Amendment #086 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, General Fund (001), in the amount of $27,292, to recognize the Sheriff's off-duty officer expenses, auto repairs, and investigative costs; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

13. Recommendation Concerning Supplemental Budget Amendment #088 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #088, Other Grants and Projects Fund (110), in the amount of $375,533, to recognize proceeds from the State of Florida, Department of Economic Opportunity, and to appropriate these funds to augment existing planning, engineering, and regulatory permitting funds for the Pensacola Bay Living Shoreline Project at Naval Air Station (NAS) Pensacola that has matching funding from the Gulf Coast Ecosystem Council. Funds are to be used for projects that benefit both the local community and the military installation. A minimum match of 30% ($112,660) is required. Matching funds will be provided through the Florida Department of Environmental Protection (FDEP) Grant G0448 from the Gulf Coast Ecosystem Restoration Council that was approved by the Board on April 20, 2017 (Fund 118, CC:222041).

14. Recommendation Concerning the Authorization for Tax Deed Bidding for 3822 Frontera Circle - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following March 7, 2019, action of the Board of Escambia County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the authorization for Tax Deed bidding for 3822 Frontera Circle:

A. Authorizing the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring 3822 Frontera Circle, with an open bid amount of $2,313.73; and

B. Approving a maximum bid, in the amount of $10,000.

[Funding Source: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 56101]

15. Recommendation Concerning the Purchase of Two Used 6150E John Deere Cab Tractors from Smith Tractor Company, Inc. - Wes Moreno, Public Works Department Director

That the Board approve the purchase of two used 6105E John Deere cab tractors, in the amount of $46,000 each, for a total of $92,000, from Smith Tractor Company, Inc. These tractors will be used for continuing maintenance of the newly-acquired OLF-8 property.

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

16. Recommendation Concerning the Purchase of Two R20 John Deere Flex Wing Rotary Cutters - Wes Moreno, Public Works Department Director

That the Board approve the purchase of two R20 John Deere Flex Wing Rotary Cutters, in the amount of $29,338.28 each, for a total of $58,676.56, from Smith Tractor Company, Inc., utilizing Sourcewell Contract Number 021815-DAC (PG1PCG70). These Flex Wing Rotary Cutters will be used for continuing maintenance of the newly-acquired OLF-8 property.

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

17. Recommendation Concerning the Contract Award for PD 18-19.008, Design Services for the Perdido Key Fire Station Concrete Drive Repairs - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 18-19.008, Design Services for the Perdido Key Fire Station Concrete Drive Repairs, for a lump sum amount of $55,876.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 54601, Repairs and Maintenance, Project Number 19PF0419]

18. Recommendation Concerning the Issuance of Purchase Orders for the Purchase of One Vehicle for the Public Safety/Fire Department, VE 17-18.027 and VE 18-19.011 - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind its action of September 6, 2018, CAR II-21, Item "C", authorizing the County to issue a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (Model D28L62) vehicle, for the Public Safety/Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027; and

B. Authorize the issuance of a Purchase Order for one 2019 Ford Super-Duty F-350 SRW XL 4WD Reg Cab 8' Box (Model F3B) vehicle, for the Public Safety/Fire Department, to Garber Ford, Inc., in the amount of $26,272, according to the specifications outlined in Specification Number VE 18-19.011.

[Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

19. Recommendation Concerning Amendment of Agreement for Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Amendment of Agreement between Escambia County, Florida, and Baskerville-Donovan, Inc., for PD 17-18.061, Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key, amending the Agreement approved by the Board on January 24, 2019, as follows:

WHEREAS, the County previously entered into an Agreement for Professional Consulting Services (PD 17-18.061) with the Consultant for a Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key (hereinafter referred to as the “Project”); and

WHEREAS, the parties have agreed to amend the Agreement to expressly incorporate the terms of the Notice of Award for Federal Financial Assistance from the Gulf Coast Restoration Trust Fund established pursuant to the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (“RESTORE Act”); and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to include the following provisions:
This Project shall be completed in accordance with the terms of the Notice of Award for Federal Financial Assistance (Grant No. 1RDCGR080048-01-00) and the corresponding RESTORE Act Financial Assistance Standard Terms and Conditions, Programmatic Terms and Conditions, and Special Award Conditions (hereinafter referred to as the *"Federal Award")*, attached hereto and incorporated herein as **Exhibit D**. The Consultant acknowledges that it has received a copy of the Federal Award, attached hereto as **Exhibit D**, and shall comply with all applicable provisions therein.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[Funding: Fund 118, Gulf Coast Restoration, Cost Center 222020, Object Code 53101, Project RDC80048]

20. Recommendation Concerning Contract Award for Crockett Street and Crestfield Circle Drainage Improvements, Phase I - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 18-19.011, Crockett Street and Crestfield Circle Drainage Improvements, Phase I in the amount of $368,236.50.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other than Buildings; Project Number 19EN0535]

21. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Purchasing Manager, Office of Purchasing

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 Interim County Administrator to sign Task Order-based Continuing Contracts to CH2M Hill, Inc., a qualified engineering consulting firm, 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 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 basis and Project basis]

22. Recommendation Concerning Contract Award for Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029) - Paul Nobles, Purchasing Manager. Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and American Consulting Engineers of Florida, LLC, per the terms and conditions of PD 17-18.023, Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029), FPN: 430468-1-38-01, Federal No. (FAIN): D317-043-B, for an amount not to exceed $634,175.53.

[Funding:
Fund 352, LOST III, Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; County Match (25%) $158,543.88; and

Fund 352, LOST III, Cost Center 210127, LAP Occie (O.C.) Phillips/Brushy Cr; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188, LAP Portion (75%) $475,631.65 - Total $634,175.53]

23. Recommendation Concerning the Purchase of Three 2019 International MV607 SBA LP Horton Ambulances - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of three 2019 International MV607 SBA LP Horton Ambulances:

A. Authorize the County to utilize the Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chief's Association Contract, FSA18-VEF13.0, Specification #03, 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 Purchase Order for the purchase of three 2019 International MV607 SBA LP Horton Ambulances for the Public Safety EMS Department to REV RTC, Inc., d/b/a Hall Mark RTC, in the amount of $909,525, for three units ($303,175 times three units = $909,525), according to the specifications outlined in Specification Number VE 18-19.005.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for 30 days. No responses were received from local vendors.

[Funding: Fund 352, LOST III; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; $703,064.00; and Fund 408, Emergency Services; Cost Center 330302, EMS Operations; Object Code 56401, Machinery & Equipment; $206,461.00, Total: $ 909,525.00]

24. Recommendation Concerning Contract Award for Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Municipal Engineering Services, Inc., per the terms and conditions of PD 18-19.016, Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project, for Phase I, Design, a lump sum amount of $162,089, and Optional Services of $36,700, for a Phase I total of $198,789, and a Phase II, limited contract administration services for Construction, lump sum amount of $31,215, for a combined total of total of $230,004, contingent upon funding for Phase II, Construction.

[Funding: Phase I, Design: Fund 129, 2018 CBDG Entitlement Funds, Cost Center 370232; Phase II, limited contract administration services for Construction; and Fund 129, 2019 CDBG Entitlement Funds, Cost Center 370234]

25. Recommendation Concerning Contract Award for Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 18-19.017, Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project, for Phase I, Design, a lump sum amount of $90,413.30, and a Phase II, limited contract administration services for Construction, lump sum amount of $5,300, for a combined total of $95,713.30, contingent upon funding for Phase II, Construction.

[Funding: Fund 129, 2014 CDBG; Cost Center 370219, CDBG 2014 Admin/Planning; ($8937.77);
Fund 129, 2014 CDBG; Cost Center 370221, CDBG 2014 Other Activities; ($39,416.63); and
Fund 129, 2018 CDBG; Cost Center 370232, CDBG 2018 Admin/Planning; ($47,358.90)]

26. Recommendation Concerning Contract Award for Design Services for Avery Street Sidewalks and Drainage Design Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and McKim & Creed, Inc., per the terms and conditions of PD 18-19.018, Design Services for Avery Street Sidewalks and Drainage Design Project, for Phase I, Design, a lump sum amount of $59,142.64, and Optional Services of $9,148.75, for a Phase I total of $68,291.39, and for Phase II, limited Contract Administration Services for Construction, a lump sum amount of $10,108.67, for a combined total of $78,400.06, contingent upon funding for Phase II, Construction.

[Funding: Fund 129, 2018 CBDG Entitlement Funds; Cost Center 370232]

27. Recommendation Concerning Contract Award for Escambia County Supervisor of Elections Warehouse Modification - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Vision Construction Ent, LLC, per the terms and conditions of PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification, in the amount of Base Bid $1,412,900, and Alternate Bid #1 $9,679. for a total of $1,422,579.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project Number 17PF3753]

28. Recommendation Concerning Budget Amendment #093 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve Budget Amendment #093, General Fund (001) and Escambia County Restricted Fund (101), in the amount of $102,262, to recognize a reallocation of reserves to salaries to fund personnel and operating expenses associated with establishing an Environmental Technician position to perform water quality monitoring around the Rolling Hills property site; and

B. Approve establishing an Environmental Technician position to perform duties associated with monitoring water quality around the Rolling Hills property site, per Board Action on February 21, 2019. Funding will be approximately $21,519 ($30,347 including benefits), to cover the position through the end of Fiscal Year 2018/2019. The annual funding allocation will be approximately $30,243 ($45,624 with benefits).

Funds are also being reallocated to install two wells, purchase supplies for sampling and analysis, cost to contract lab analytical services, and purchase an electric submersible pump, peristaltic pump, multi-parameter field meter, and a drying oven.

29. Recommendation Concerning Authorization for Tax Deed Bids on Properties for Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood and Human Services Department Director

That the Board take the following action concerning the authorization for Tax Deed bids on various properties for Erress Boulevard and Diego Circle Blight Reduction Project:

A. Authorize the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring the following properties listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	Open Bid Amount	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$3,781.70	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,049.11	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$4,009.98	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,047.00	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,063.20	3

B. Approve the maximum bid for each property, in the amount of $10,000.

[Funding Source: Fund 129/2015 CDBG, Cost Center 370224]

30. Recommendation Concerning an Agreement with Data Management, Inc.- Shawn P. Fletcher, Information Technology Director

That the Board take the following action concerning an Agreement with Data Management, Inc.:

A. Approve the TimeClock Plus Ondemand Service Agreement with Data Management, Inc., for Timeclock Plus License and Annual Subscription;

B. Ratify the current Purchase Order, dated December 14, 2018, in the amount of $33,299.64, to Data Management, Inc., for Timeclock Plus License and Annual Subscription and one-time implementation costs; and

C. Approve and authorize the Interim County Administrator to execute all current and future documents related to the acceptance of the TimeClock Plus Ondemand Service Agreement with Data Management, Inc., for Timeclock Plus License and Annual Subscription without further action of the Board.

[Funding: Funds are already encumbered on Purchase Order 190830, dated December 14, 2018:
Fund 001, General Fund, Cost Center 270103, Information Technology $10,000;
Fund 143, Fire Protection Fund, Cost Center 330206, Fire Dept PD $7,551.82; and
Fund 408, Emergency Services, Cost Center 330302, EMS Operations $15,747.82]

III. For Discussion

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

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

   A. Gulf Coast Kid's House, in the amount of $20,000;

   B. Washington High School Softball Boosters, in the amount of $500;

   C. Pensacola Little Theatre, Inc., in the amount of $6,500;

   D. Epilepsy Florida, in the amount of $1,000;

   E. The King Richard Foundation, Inc., in the amount of $1,000;

   F. Perdido Bay Youth Sports Association, in the amount of $1,000; and

   G. Civitan International Foundation, in the amount of $1,000.

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

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

2. Recommendation Concerning the USDA Summer Feeding Program in Escambia County - Todd Humble, Library Services Director

   That the Board grant approval for the West Florida Public Library System to operate the free United States Department of Agriculture (USDA) summer meal service for children in areas of Escambia County.

3. Recommendation Concerning the Nationwide 457 Amendment Options - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal review and sign-off, one of the following three Nationwide 457 amendment options:

A. Option One: Guaranteed Minimum Interest Rate (GMIR) for 2019 @ 3.0% and lowers by 0.5% in 2020-2021 and then by 1.0% in 2022. Active employees have a 20% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.5% for the remainder of 2019 and market based starting in 2020;

B. Option Two: GMIR will follow the same sliding scale as Option One. Active employees have a 40% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.4% for the remainder of 2019 and market based starting in 2020; or

C. Option Three: Existing balances in the current Fixed Contract will remain at a 3.5% GMIR. All new contributions to the Fixed Contract will be established with a GMIR of 1.0% and a Crediting Rate of 1.2%. The Crediting rate is subject to change with the market beginning in 2020. New funds can also be placed in the existing Default Investment Alternative (DIA). Participants must elect a new option. Retirees maintain 100% liquidity; and

D. Approve, if “Option 1” or “Option 2” is selected, the Supplemental Fee Structure of the Nationwide 457 Agreement Amendment (for Deferred Compensation Services).

4. Recommendation Concerning the Renewal of a Lease at 906 Ariola Drive in Pensacola Beach by the Santa Rosa Island Authority Board of Directors - Amy Lovoy, Interim County Administrator

That the Board approve or deny the renewal of a "perpetual" lease at 906 Ariola Drive, Pensacola Beach, Florida (Property Ref. No. 282S262150008004), as approved by the Santa Rosa Island Authority Board of Directors on February 13, 2019. Per Chapter 79-456 F.S., the Board of County Commissioners has veto power over the SRIA Board within 30 days of any substantive action taken regarding changes in land use and leases.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Gerald Frymire.

   That the Board approve a proposed settlement in the sum of $45,000.00 payable to Gerald Frymire in exchange for a complete resolution of all claims for Workers' Compensation benefits. The County would be responsible for payment in full of the settlement.

2. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ron Heilman.

   That the Board approve a proposed settlement in the sum of $25,000.00 payable to Ron Heilman in exchange for a complete resolution of all claims for Workers' Compensation benefits. The County would be responsible for payment in full of the settlement.

3. Recommendation Concerning the Proposed Settlement of ADA and Section 504 Claims brought in Walter Joseph Beckman v. Escambia County, Case No. 3:18-cv-2189-MCR/EMT.

   That the Board take the following action:

   A. Authorize the Chairman to sign the settlement agreement and release in which the Board will be paying Mr. Beckman and his attorneys the sum of $14,800.00 for attorney's fees and any alleged damages suffered by Plaintiff; and

   B. Authorize the County Attorney's Office to sign the joint stipulation for dismissal with prejudice once the Board approves the settlement agreement and release.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15718 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 03/07/2019
Issue: Adoption/Ratification of Proclamations
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Rosalyn Malone, a Bus Operator in the Mass Transit Department, on her selection as the "Employee of the Month" for March 2019;

B. Adopt the Proclamation proclaiming the month of April 2019 as "Donate Life Month" in Escambia County and encouraging all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card; and

C. Ratify the Proclamation dated February 12, 2019, commending Mrs. Georgia Blackmon for her dedicated and purposeful life as a citizen-activist, bookseller, and community volunteer, and expressing the Board's gratitude for her actions as founder, owner, and daily manager of The Gathering Awareness Bookstore in sustaining community as she moves into her next phase of life and activities.

BACKGROUND:

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

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Rosalyn Malone EOM March 2019
April 2019 Donate Life Month
Georgia Blackmon Proclamation

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

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

***WHEREAS**, Rosalyn Malone, a Bus Operator in the Mass Transit Department, began her employment with the County on May 7, 2003, and is selected for "Employee of the Month" for March 2019, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Malone has worked at Escambia County Area Transit for over 15 years. She is a polite, easy-going, professional employee who does her job well, in her own quiet and friendly manner; and*

***WHEREAS**, on Monday, February 4, 2019, at approximately 3:23 p.m., a passenger exited the back door of the Route 55 Bus, at the Druid Street and Navy Boulevard bus stop. The passenger walked behind the bus directly into the path of an oncoming vehicle, which was turning onto Druid Street, heading south; and*

***WHEREAS**, the passenger was hit by the oncoming vehicle. Rosalyn looked in her rear-view mirror and saw what had happened. She immediately radioed Dispatch about the incident, providing the accident location and details. Ms. Malone quickly exited the bus to assist the passenger until the authorities and Escambia County Area Transit (ECAT) Safety arrived; and*

***WHEREAS**, although ECAT was not directly involved in the accident, Rosalyn went above and beyond the call of duty, ensuring the passenger was cared for until help arrived. Her quick responsiveness provided the emergency vehicle the necessary information to respond quickly. Her calm and professional demeanor reassured the passengers on board the bus, while she attended to the injured person outside.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Rosalyn Malone on her selection as the "Employee of the Month" for March 2019.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 7, 2019

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

***WHEREAS**, one of the most meaningful gifts that one human being can bestow upon another is the gift of life; and*

***WHEREAS**, currently more than 113,750 men, women, and children are on the national organ transplant waiting list, with 1,936 of them being children under the age of 18, and more than 5,376 people waiting live in Florida; and*

***WHEREAS**, a new patient is added to the National Patient Waiting List for an organ transplant every 10 minutes, and an average of 22 people die every day awaiting an organ transplant that does not come in time; and*

***WHEREAS**, one organ donor can save up to 8 lives; one tissue donor can save or enhance the lives of 100 or more people; and one eye donor can give sight to 2 people; and*

***WHEREAS**, in 2018, more than 36,529 transplants brought renewed life to patients and their families; and*

***WHEREAS**, everyone is a potential organ, eye, and tissue donor and can register their intent to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver's license; and*

***WHEREAS**, the Florida Donor Registry has over 10,570,875 donors; and*

***WHEREAS**, National Donate Life Month began in 2003 to honor and celebrate the hundreds of thousands of donors and recipients whose lives have been touched by organ, eye, and tissue donation.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of April 2019 as "**DONATE LIFE MONTH**" in Escambia County and encourages all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Friday, April 12 as "**National Blue & Green Day**" and encourages everyone to wear blue and green to help promote organ, eye, and tissue donation.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

_____
Deputy Clerk

Adopted: March 7, 2019

PROCLAMATION

***WHEREAS**, Mrs. Georgia Blackmon established The Gathering Awareness Bookstore in October 1989 to provide printed materials and cultural products to educate and raise awareness of the human experience; and*

***WHEREAS**, for more than 29 years, Mrs. Blackmon has worked to raise the literary experiences of tens of thousands of citizens of Escambia County by providing access to small press publications, formidable classical works, and emerging creative authors through The Gathering Awareness Bookstore. For 30 years, she has supported annual student literacy events including annual essay contests, public reading presentations, and public performances by a variety of literary artists and artisans to all citizens of Escambia County; and*

***WHEREAS**, Mrs. Blackmon has worked to provide local access to quality, recognized authors and thought-provoking speakers of all ages, ethnicities, and global experiences to interact with local citizens and visitors through her special speakers' series, both in her store and at public venues; and*

***WHEREAS**, Mrs. Blackmon has specifically worked to support the authentic storytelling of history and especially the African American Experience and has actively involved herself in the institutions needed to create appropriate education and real solutions for human needs causes; and*

***WHEREAS**, Mrs. Georgia Blackmon has engaged daily in the business of community building and has uniquely assisted in the preservation of culture in the Belmont Devilliers Neighborhood and throughout the City of Pensacola and Escambia County; and*

***WHEREAS**, by providing products, services, and resource referrals specific to their individual and congregational needs, Mrs. Blackmon has served the Faith Community of the Gulf Coast Region across a broad spectrum of religious philosophies and institutions; and*

***WHEREAS**, Mrs. Blackmon has professed her love of her Creator daily and, with her spiritual presence in action, has inspired thousands of others to do the same. She has served as mentor, leader, and friend to thousands of citizens of Escambia County, Florida, and the entire Gulf Coast Region for more than half a century.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends Mrs. Georgia Blackmon for her dedicated and purposeful life as a citizen-activist, bookseller, and community volunteer, and expresses its gratitude for her actions as founder, owner, and daily manager of The Gathering Awareness Bookstore in sustaining community as she moves into her next phase of life and activities.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, looks forward to continued work with Mrs. Georgia Blackmon as she guides the development of The Ella Jordan House and continues the good works and programs of The Mother Wit Foundation.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: February 12, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15684 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 03/07/2019
Issue: Retirement Proclamations
From: Jaclyn Gubler, Human Resources Associate II
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Cheri Cook, Senior Office Support Assistant, Animal Services Division, on 23 years of dedicated service; and

B. The Proclamation commending and congratulating John Hopson, Animal Control Officer, Animal Services Division, on 33 years of dedicated service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

retproc 030719

PROCLAMATION

***WHEREAS**, Cheri Cook, has faithfully served the Escambia County residents for 23 years, retiring as a Senior Office Support Assistant in the Animal Services Division; and*

***WHEREAS**, Cheri Cook began her career with the County in February of 1995 and pursued her work consistently and effectively as an Office Support Assistant, Recoding Stenographer and Senior Office Support Assistant in several different Departments of Escambia County; and*

***WHEREAS**, throughout her 23 years of service, Cheri Cook has been an integral link to the success of Escambia County Departments within our community through her service; and*

***WHEREAS**, Cheri Cook has served as an example to her peers, and the residents of our community, in her employment achievements, with unwavering dedication to the County and its citizens; and*

***WHEREAS**, Cheri Cook has been an asset to the team at Escambia County Animal Services and has been an integral contributor to the improvement of animal welfare in our community.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Cheri Cook for 23 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: March 7, 2019

PROCLAMATION

WHEREAS*, John Hopson, has faithfully served the Escambia Animal Control Division for almost 33 years, retiring as an Animal Control Officer; and*

WHEREAS*, John Hopson began his career with the County in July of 1986 and pursued his work consistently and effectively as he progressed in his career with Animal Control; and*

WHEREAS*, John Hopson's dedication and skills as an Animal Control Officer allowed him to help many citizens and animals in Escambia County; and*

WHEREAS*, throughout his nearly 33 years of service, John Hopson has been a core contributor to the welfare of animals within our community; and*

WHEREAS*, John Hopson has served as an example to his peers, and the residents of our community, in his employment achievements, with unwavering dedication to the County and its citizens.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to John Hopson for 33 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: March 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15737 **Written Communication 8.**

BCC Regular Meeting

Meeting Date: 03/07/2019

Issue: Written Communication from Christopher Langham Regarding the Pensacola Hookah Lounge

From: Robert Bender, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

February 7, 2019, communication from Christopher Langham concerning the Pensacola Hookah Lounge that is located across from the Ferry Pass Middle School.

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

Judy H. Witterstaeter

From: Angela D. Crawley
Sent: Monday, February 11, 2019 2:21 PM
To: Judy H. Witterstaeter
Cc: Robert Bender
Subject: FW: Christopher Langham's request to be placed on the March 7th, 2019 Board Agenda Under Written Communication

Judy,

Please place Christopher Langham on the Thursday, March 7, 2019, agenda under Written Communication. Mr. Landham is concerned about the Hookah Lounge that just located across the street from the school.

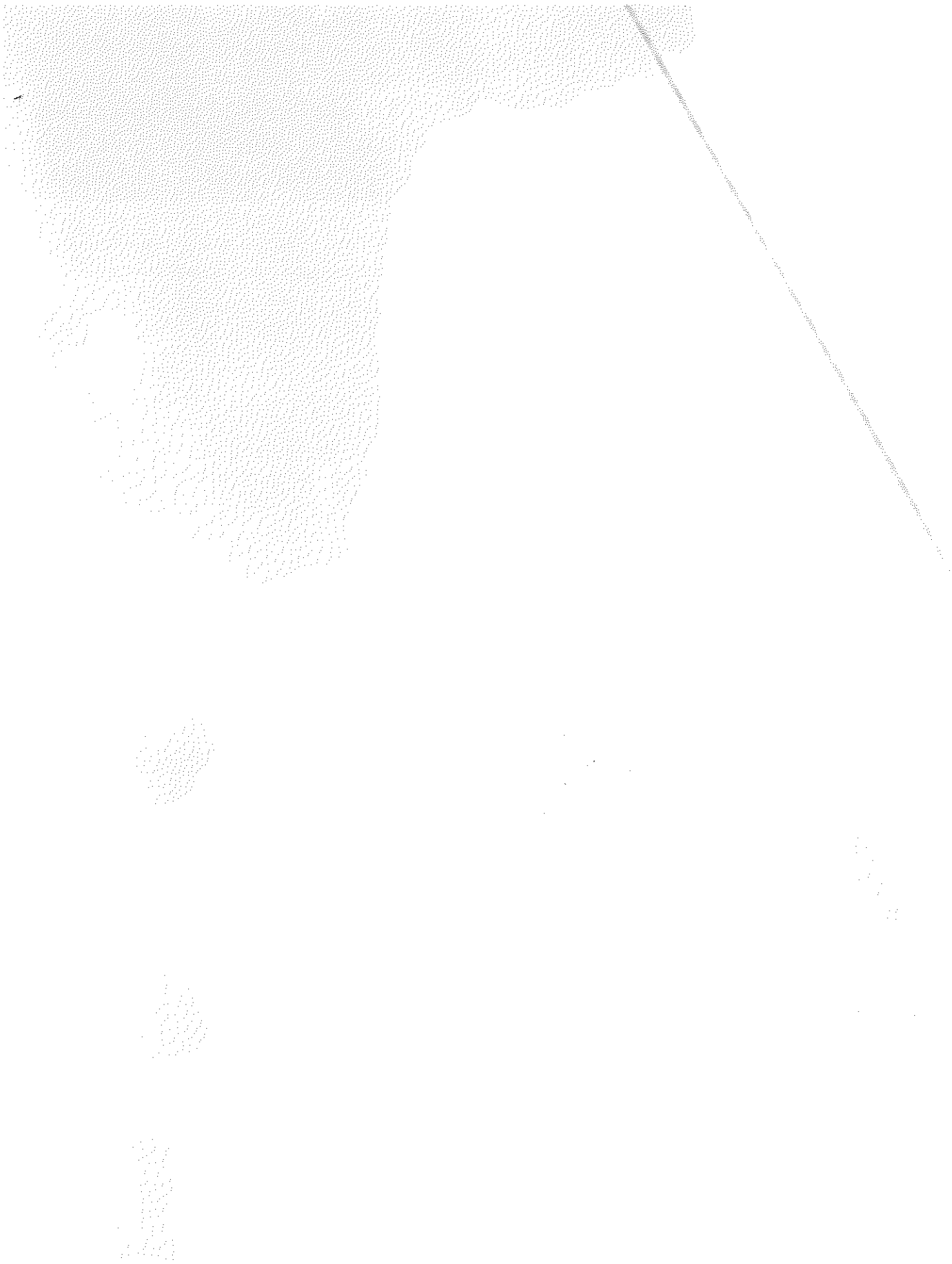
Thank you!
Angela

From: christopher langham <run14me@icloud.com>
Sent: Thursday, February 7, 2019 5:02 AM
To: Angela D. Crawley <adcrawle@myescambia.com>
Subject: Re: Christopher Langham Calling.

Is it possible to put this on the boards agenda and set it for next meeting? I teach until 4:00 pm today at Ferry Pass, and then have an online lesson to teach from 5:00-5:25 pm. I am going to come tonight but will be late. I am unsure how to proceed but st least want you to see the pictures I am sending and see what I can do if anything.



Our fence line.







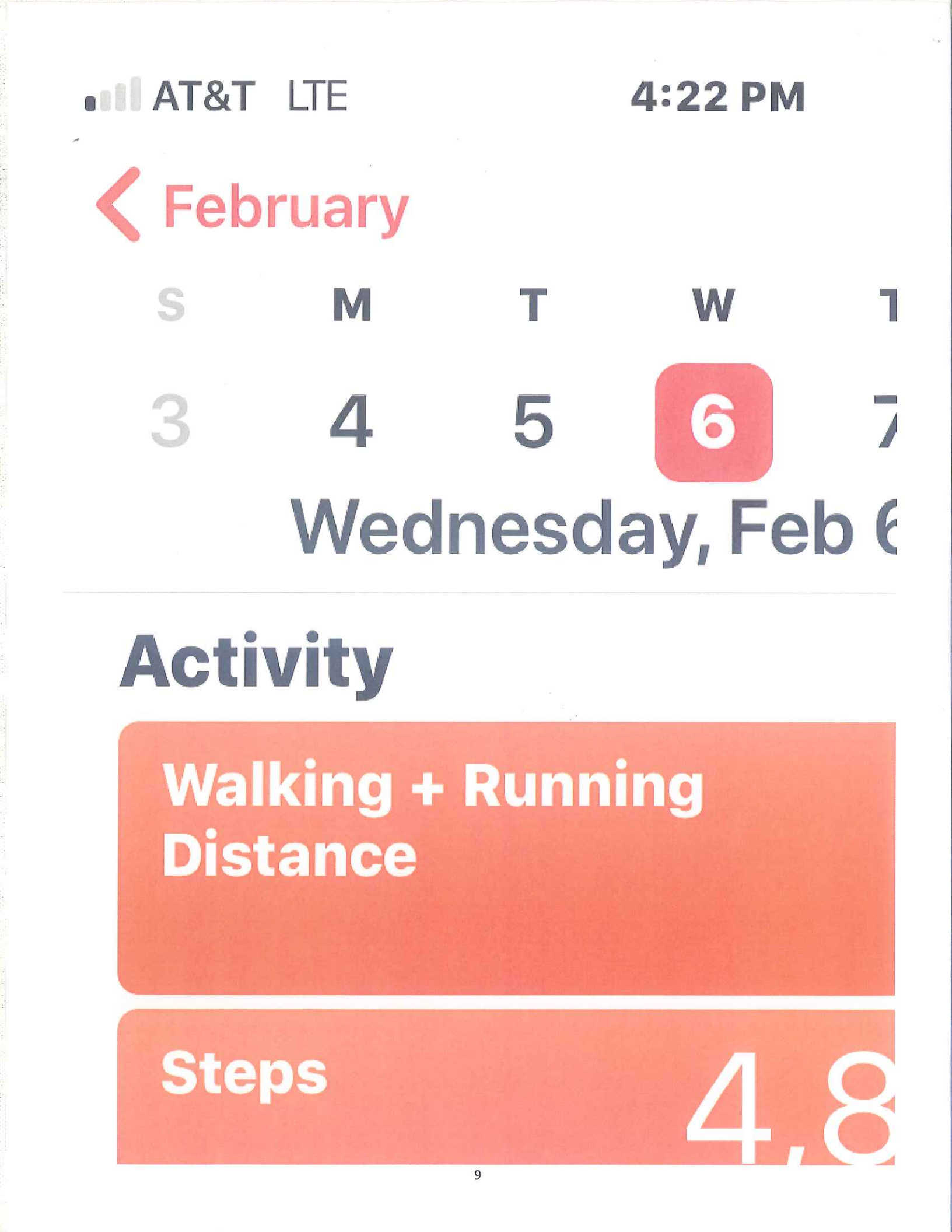
Notice the students walking by everyday.. this was after school had already been dismissed... the number walking by is much greater.







Sent from my iPhone


AT&T LTE
4:22 PM
February
S M T W T
3 4 5 6 7
Wednesday, Feb 6
Activity
Walking + Running Distance
Steps
4,8

Distance from the corner of our lot to head shop.



The hookah lounge sign is plenty for them to advertise their business. The Rasta-friends-Head shop sign is a bit much...children in middle school are vulnerable and this is not what we want to be projecting to them as friendly. They are also very impressionable and again this is not what we want to impress on them.

Thank you 🙏 for your help in this matter.

Sincerely,

Christopher Langham

(617)775-6473

On Feb 5, 2019, at 2:34 PM, Angela D. Crawley <adcrawle@myescambia.com> wrote:

> Mr. Langham,
>
> Good Afternoon! Our next Board meeting is Thursday night, February 7th, 2019. Public Forum begins at 4:30 p.m. for items not listed on the Board's agenda and 5:30 p.m. for items listed on the Board's agenda. The Board meeting will be held in the Ernie Lee Magaha Government Building, 1st Floor, Board Chambers.
>
> Please arrive about ten minutes prior to the 4:30 p.m. Public Forum to complete a speaker's request form in the back of the Board Chambers. If you have any questions, please call or email me. Have a wonderful day!
>
> Angela
>
> *Angela Crawley*
>
> *Aide to Commissioner Robert Bender, District 4*
>
> **221 Palafox Place, Suite 400**

Pensacola, Florida 32502
(850) 595-4940 office
(850) 525-7376 cell

From: Robert Bender <RBENDER@myescambia.com>
Sent: Tuesday, February 5, 2019 2:11 PM
To: Angela D. Crawley <adcrawle@myescambia.com>
Subject: Fwd: Christopher Langham Calling.

Sent from my iPhone

Begin forwarded message:

> **From:** christopher langham <run14me@icloud.com>
> **Date:** February 1, 2019 at 6:06:57 PM CST
> **To:** Robert Bender <RBENDER@myescambia.com>
> **Subject: Re: Christopher Langham Calling.**
>
> I respect the decision of the board but when the said hookah lounge has up a huge billboard/sign that shows the Rasta pot colors boasting of a head shop, and talks about all the drug paraphernalia they sell, that does not seem right, and if it was a previous business owners sign then the owner of the property should at least be made to take the sign down. Because it's not just a nice friendly lounge when that is promoted, etc. also, I am going to go walk the property myself because even google shows it less than 1000 feet ... keeping in mind a quarter mile is 1,320 feet. And this ping comes through way before I turn to go into my school drive, and our track runs all the way to the road. I want to come to a meeting next time you have a public one. Can you let me know when that would be please?
> Many thanks,
> Christopher
>
> Sent from my iPhone
>
> > On Feb 1, 2019, at 2:25 PM, Robert Bender <RBENDER@myescambia.com> wrote:
> >
> > Dear Mr. Langham,
> >
> > My apologies the following was not forwarded to you when we received our answers two weeks ago. Below are three emails from my aide to Division Manager of Development Services.
> >
> > Please let me know if you would like additional information or to discuss further.

Sincerely,

Robert Bender

850.595.4940

Angela,

This was approved by the BOA for Conditional Use as a brewpub with off-site distribution back in October. The LDC treats a hookah lounge as retail sales and services. The only prohibition near schools is on-premise consumption of alcohol and or liquor sales and this place met the distance requirement.

Drew

-----Original Message-----

From: Angela D. Crawley

Sent: Friday, January 18, 2019 8:13 AM

To: Andrew D. Holmer <ADHOLMER@myescambia.com>

Subject: RE: Zoning Question - Ferry Pass Middle School

Andrew,

Would the zoning requirements be the same for the Hookah Lounge and head shop? Did this issue come up at a BOA Hearing? If so, when and what was the determination.

Thank you!

Angela

-----Original Message-----

From: Andrew D. Holmer <ADHOLMER@myescambia.com>

Sent: Friday, January 18, 2019 8:05 AM

To: Angela D. Crawley <adcrawle@myescambia.com>

Cc: Horace L Jones <HLJONES@myescambia.com>

Subject: Re: Zoning Question - Ferry Pass Middle School

Angela,

The measurement for alcohol sales is along the right of way, not as the crow flies. This establishment met the distance requirement as outlined in the LDC.

Drew

-----Original Message-----

From: christopher langham <run14me@icloud.com>

Sent: Friday, February 1, 2019 12:46 PM

To: Robert Bender <RBENDER@myescambia.com>

Subject: Re: Christopher Langham Calling.

Hello. Christopher Calling again, I am following up with the matter of the head shop and hookah lounge close to (within 1000 feet) of the school.

Sent from my iPhone

> On Jan 16, 2019, at 2:05 PM, Robert Bender <RBENDER@myescambia.com> wrote:
>
> Thank you for the email Mr. Langham. We are looking into this situation and will be in contact.
>
> Robert Bender
>
> 850.595.4940
>
> -----Original Message-----
>
> From: Grover C. Robinson, IV <GRobinson@cityofpensacola.com>
>
> Sent: Wednesday, January 16, 2019 7:15 AM
>
> To: christopher langham <run14me@icloud.com>; Robert Bender <RBENDER@myescambia.com>
>
> Subject: Re: Christopher Langham Calling.
>
> On Olive Road, that would in the county and out of my jurisdiction as Mayor. However, on this email, I have referred the after to your Commissioner, Robert Bender. I will work with Robert to address as we can. Thank you for your email.
>
> Grover

Sent from my iPhone

On Jan 16, 2019, at 12:47 AM,
christopher langham
<run14me@icloud.com> wrote:

Dear Sir,

I am a concerned teacher at Ferry Pass Middle School, and as such; I am writing today to ask why a Hookah Lounge, and head shop is located within a 1000 feet of our school? As the crow flies it is less than 1000 feet away and as such should be closed down permanently. As a Teacher I know the danger of having this type of business in the eye gate of our students. As a person who struggled with addictions at a young age, I also realize how this type of shop is targeting these precious future Leaders of our great city. I am unaware of malicious or intentional targeting, but it is targeting nonetheless, and I want to put a stop to it right now. Can you help?

Sincerely,

Christopher Langham

617-775-6473

Sent from my iPad

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

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15695 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 03/07/2019

Issue: 5:31 p.m. Public Hearing - Vacation of a Portion of Unopened Right-of-Way Known as Grande Boulevard

From: Joy Jones, Director

Organization: Engineering

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley:

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley:

A. Approve or deny the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard, as petitioned by George and Nita Omley;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

This request is located in Commission District 2.

BACKGROUND:

Grande Boulevard is an unopened right-of-way that meanders along Bayou Grande. The unopened portion of Grande Boulevard in this request is located in Block 23 of Beach Haven Subdivision.

The petitioners, George and Nita Omley, own the properties located at 2105 and 2109 Augusta Avenue. Mr. and Mrs. Omley purchased these properties in May 2018. A survey completed prior to the purchase indicated that a particular portion of the property, known as the unopened right-of-way of Grande Boulevard, shows no owner of record. The Escambia County Property Appraiser's Office was contacted in an inquiry about the area in question, at which time the petitioners learned that a previously-approved Petition to Vacate, completed in 1977, did not include this portion of unopened right-of-way in the legal description. The area included in this request has been fenced and occupied by the previous owner for more than 40 years. Due to this history, the Omleys have now submitted a Petition to Vacate this area to Escambia County.

Staff has reviewed the request, with the only concern being future public access to waterfront property. All utility companies have been contacted and have no objections to approval of the Petition to Vacate this property.

Notifications were sent to the surrounding property owners within a 500' radius of the area mentioned in the Petition to Vacate, per the approval of the Request to Schedule at the January 10, 2019, BCC Meeting.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property- Section III, and Florida Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner, who will have them recorded in the public records and will have notices published.

Attachments

Resolution - Grande Boulevard - Omley
Hold Harmless - Grande Boulevard - Omley
Notice of Adoption - Grande Boulevard - Omley
Certification of Property Owners_500' Radius - Grande Boulevard - Omley
Aerial Map - Grande Boulevard Vacation Request - Omley
Survey - Grande Blvd

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, Mr. & Mrs. George Omley have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

_____(AS PREPARED BY REGOL--BATTLE & ASSOCIATES)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, BLOCK 23 OF BEACH HAVEN SUBDIVISION, AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 84° WEST ALONG THE WESTERLY EXTENSION OF CENTERLINE OF SAID LOT 3, FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GRANDE; THENCE MEANDER SOUTHERLY ALONG SAID SHORELINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF SOUTH LINE OF SAID LOT 3; THENCE PROCEED SOUTH 84° EAST ALONG SAID WESTERLY EXTENSION FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3; THENCE PROCEED NORTH 05° EAST ALONG THE WEST LINE OF SAID OF LOT 3 FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), Mr. & Mrs George Omley, have caused to be published on 21 Feb, A.D., 2019, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on 7 March 2019 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, BLOCK 23 OF BEACH HAVEN SUBDIVISION, AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 84' WEST ALONG THE WESTERLY EXTENSION OF CENTERLINE OF SAID LOT 3, FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GRANDE; THENCE MEANDER SOUTHERLY ALONG SAID SHORELINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF SOUTH LINE OF SAID LOT 3; THENCE PROCEED SOUTH 84' EAST ALONG SAID WESTERLY EXTENSION FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3; THENCE PROCEED NORTH 06' EAST ALONG THE WEST LINE OF SAID OF LOT 3 FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

HOLD/HARMLESS AGREEMENT

WHEREAS, Mr. & Mrs. George Omley hereafter called "Petitioner(s)" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, BLOCK 23 OF BEACH HAVEN SUBDIVISION, AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 84° WEST ALONG THE WESTERLY EXTENSION OF CENTERLINE OF SAID LOT 3, FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GRANDE; THENCE MEANDER SOUTHERLY ALONG SAID SHORELINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF SOUTH LINE OF SAID LOT 3; THENCE PROCEED SOUTH 84° EAST ALONG SAID WESTERLY EXTENSION FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3; THENCE PROCEED NORTH 06° EAST ALONG THE WEST LINE OF SAID OF LOT 3 FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

2. Petitioner(s), hereby covenant(s) and agree(s) that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Witness

Andrew Grundel
Print or type name

Witness

Alexis Dunton
Print or type name

George Omley & Nita Omley
Petitioner(s)

George R Omley Nita Omley
Print or type name(s)

Date: 14 Feb 2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of February, 2019, by George Omley & Nita Omley. He/She is ( ) personally known to me, (✓) produced current Florida/Other FLDL / USAF / Ret/SP driver's license as identification, and/or ( ) produced current _____ as identification.

TONYA HOUGHTON
MY COMMISSION # FF935929
EXPIRES December 03, 2019
(407) 398-0153 FloridaNotaryService.com

(Notary Seal must be affixed)

Notary Public

Tonya Houghton
Print or type name

Commission Expires: 12/03/2019
Commission Number: FF935929

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on March 7, A.D., 2019, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, BLOCK 23 OF BEACH HAVEN SUBDIVISION, AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 84° WEST ALONG THE WESTERLY EXTENSION OF CENTERLINE OF SAID LOT 3, FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GRANDE; THENCE MEANDER SOUTHERLY ALONG SAID SHORELINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF SOUTH LINE OF SAID LOT 3; THENCE PROCEED SOUTH 84° EAST ALONG SAID WESTERLY EXTENSION FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3; THENCE PROCEED NORTH 06° EAST ALONG THE WEST LINE OF SAID OF LOT 3 FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

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

Dated this 7th day of March, A.D., 2019.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do___ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 14 Feb 2019.

Mr. & Mrs. George Omley
Petitioner(s)
George Omley Nita Omley

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared George Omley + N/A omley who _____ personally known to me or who have/has produced FLDL 07/27/2021 + USAF/Ret/SP 04-23-2021 as identification and who is/are known to me to be the individual(s) described in and who acknowledged that they executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 14 day of February, A.D., 20 19.

Tonya Houghton
Notary Public

Tonya Houghton
Print or type name

TONYA HOUGHTON
MY COMMISSION # FF935929
EXPIRES December 03, 2019
(407) 398-0153 FloridaNotaryService.com

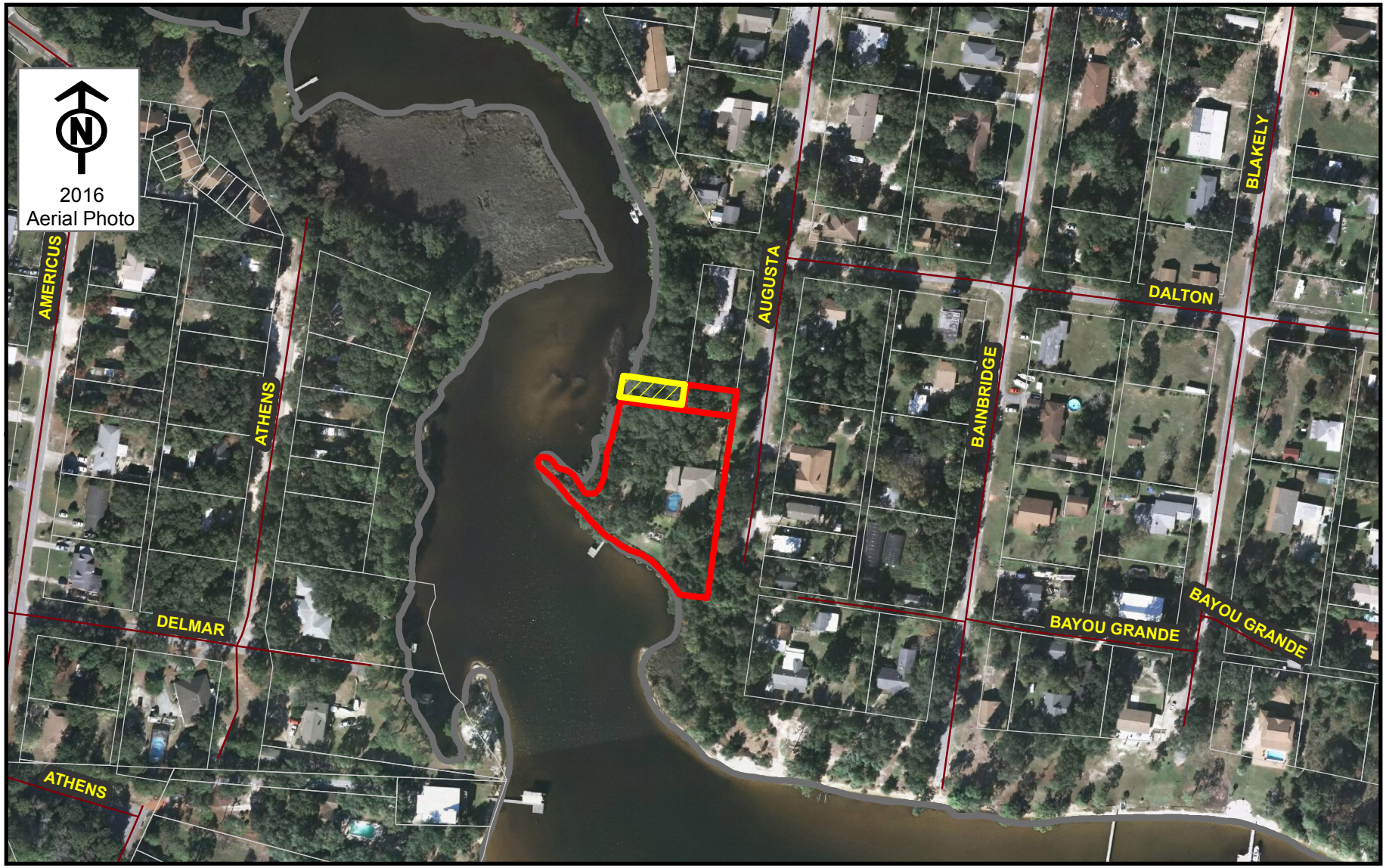
Commission Number: FF935929
Commission Expires: December 03, 2019

Account	Refno	OName1	MailingAddr		Situs
100144100	352S311000001(	MILLER BOBBIE	2106 ATHENS A	PENSACOLA, FI	2106 ATHENS A
100146000	352S311000002(	BLUE ELIZABET	2122 ATHENS A	PENSACOLA, FI	2112 ATHENS A
100147000	352S311000004(	BLUE ELIZABET	2122 ATHENS A	PENSACOLA, FI	2120 ATHENS A
100147500	352S311000005(	BLUE ELIZABET	2122 ATHENS A	PENSACOLA, FI	2122 ATHENS A
100148000	352S311000006(	TULLY CAROL L	2121 ATHENS A	PENSACOLA, FI	2124 ATHENS A
100150000	352S311000009(	CHAMBLIN LAR	2130 ATHENS A	PENSACOLA, FI	2130 ATHENS A
100154000	352S311000001(	BAMBAUER PA	4003 COUNTRY	ALVIN, TX 7751	2101 AUGUSTA
100155000	352S311000003(	OMLEY GEORG	2109 AUGUSTA	PENSACOLA, FI	2105 AUGUSTA
100156000	352S311000004(	OMLEY GEORG	2109 AUGUSTA	PENSACOLA, FI	2109 AUGUSTA
100160000	352S311000071(	GODARD PAME	2004 ATLANTA /	PENSACOLA, FI	2004 ATLANTA /
100160500	352S311000080(	LOCKHART CAI	2019 AUGUSTA	PENSACOLA, FI	2019 AUGUSTA
100161000	352S311000090(	BLOUNT BILLIE	2015 AUGUSTA	PENSACOLA, FI	2015 AUGUSTA
100240550	352S311000008(	GREGG WILLIAI	2014 AUGUSTA	PENSACOLA, FI	2014 AUGUSTA
100242000	352S311000012(	POWERS JOSEI	2022 AUGUSTA	PENSACOLA, FI	2022 AUGUSTA
100243000	352S311000013(	SINGLETON DW	5821 FAIRGROU	MOLINO, FL 325	2910 DALTON A
100243500	352S311000014(	SINGLETON DW	5821 FAIRGROU	MOLINO, FL 325	2000 BLK BAINE
100243600	352S311000015(	BOUDREAUX FI	2007 BAINBRID(	PENSACOLA, FI	2007 BAINBRID(
100248000	352S311000001(	POWERS DONN	2919 DALTON S	PENSACOLA, FI	2919 DALTON S
100249000	352S311000005(	PRUSS JONATH	2110 AUGUSTA	PENSACOLA, FI	2110 AUGUSTA
100250400	352S311000008(	NAVY POINT HC	2019 AUGUSTA	PENSACOLA, FI	2112 AUGUSTA
100250500	352S311000009(	BLACK WILLIAM	2114 AUGUSTA	PENSACOLA, FI	2114 AUGUSTA
100251000	352S311000010(	HJORTH JAAN /	126 CAPERTON	PIEDMONT, CA	2116 AUGUSTA
100252000	352S311000011(	LANGNER DAVI	113 MUNGER C	TRUSSVILLE, AI	2119 BAINBRID(
100253000	352S311000015(	BRANDEBERRY	2125 BAINBRID(	PENSACOLA, FI	2125 BAINBRID(
100254000	352S311000017(	FRYMIRE DAVIE	2111 BAINBRID(	PENSACOLA, FI	2117 BAINBRID(
100254500	352S311000020(	FRYMIRE DAVIE	2111 BAINBRID(	PENSACOLA, FI	2111 BAINBRID(
100255000	352S311000023(	PRESSLEY EDI	8150 POND VAL	PENSACOLA, FI	2105 BAINBRID(
100256000	352S311000025(	BRAUWN EDWA	7336 HIGHWAY	DONALDSONVII	2101 BAINBRID(
100257000	352S311000001(	SMITH JOHN H	2102 BAINBRID(	PENSACOLA, FI	2102 BAINBRID(
100258000	352S311000003(	BRANDENBURG	2106 BAINBRID(	PENSACOLA, FI	2106 BAINBRID(
100259000	352S311000006(	BECK HOWARD	2112 BAINBRID(	PENSACOLA, FI	2112 BAINBRID(
100260000	352S311000009(	YORK TIMOTHY	2116 BAINBRID(	PENSACOLA, FI	2116 BAINBRID(

LastSale	LastSalePr	DORCd	acreage	BldCnt	TotHeatArea
May-93	5000	SINGLE FAMILY	0.4775	1	1918
7/30/2014	100	MOBILE HOME	0.2723	2	1416
7/30/2014	100	MOBILE HOME	0.1776	1	672
12/2/2015	100	MOBILE HOME	0.1864	1	672
Jan-07	100	SINGLE FAMILY	0.1869	1	1024
8/5/2016	16900	SINGLE FAMILY	0.8405	1	2835
2/6/2018	100	SINGLE FAMILY	0.3536	1	3123
5/25/2018	500000	VACANT RESID	0.0735	0	0
5/25/2018	500000	SINGLE FAMILY	1.1546	1	3782
5/11/2012	75000	SINGLE FAMILY	0.38	1	1869
1/4/2010	100	SINGLE FAMILY	0.2826	2	1579
Sep-98	100	SINGLE FAMILY	0.4712	1	2328
Jun-05	157000	SINGLE FAMILY	0.6428	1	1600
Mar-03	100	SINGLE FAMILY	0.1792	1	1422
5/17/2013	100	SINGLE FAMILY	0.1717	1	874
5/17/2013	100	VACANT RESID	0.1598	0	0
Oct-03	164000	SINGLE FAMILY	0.4794	1	2771
12/6/2018	100	SINGLE FAMILY	0.6243	1	988
2/17/2016	155000	SINGLE FAMILY	0.482	1	1966
3/18/2010	100	SINGLE FAMILY	0.1607	1	1152
7/2/2018	79900	SINGLE FAMILY	0.1607	1	880
7/23/2018	72500	SINGLE FAMILY	0.1607	1	1070
6/4/2015	240400	SINGLE FAMILY	0.7112	2	2825
4/8/2016	175000	SINGLE FAMILY	0.3585	1	2071
May-99	35000	SINGLE FAMILY	0.4794	1	768
Dec-91	42800	SINGLE FAMILY	0.4794	1	2357
Aug-95	38500	SINGLE FAMILY	0.3197	2	1403
4/23/2017	55000	SINGLE FAMILY	0.3062	1	1297
10/26/2017	100	SINGLE FAMILY	0.3152	1	1337
4/10/2012	100	SINGLE FAMILY	0.482	1	1274
9/13/2016	132500	SINGLE FAMILY	0.482	2	3109
Oct-96	55900	SINGLE FAMILY	0.3213	1	1702

SecMapId	ComplexType	ComplexDscr	Zoned	MLSNbr	TaxAuth	PicCnt	Schools
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	HDMU		COUNTY MSTU	0	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	HDMU		COUNTY MSTU	0	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	HDMU		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	HDMU		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	2	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	2	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	0	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	0	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	2	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	0	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	2	PLEASANT GRC
35-2S-31-3	S	BEACH HAVEN	MDR		COUNTY MSTU	1	PLEASANT GRC

REQUEST TO VACATE: PORTION OF UNOPENED RIGHT-OF-WAY KNOWN AS GRANDE BOULEVARD
Petitioner: GEORGE AND NITA OMLEY

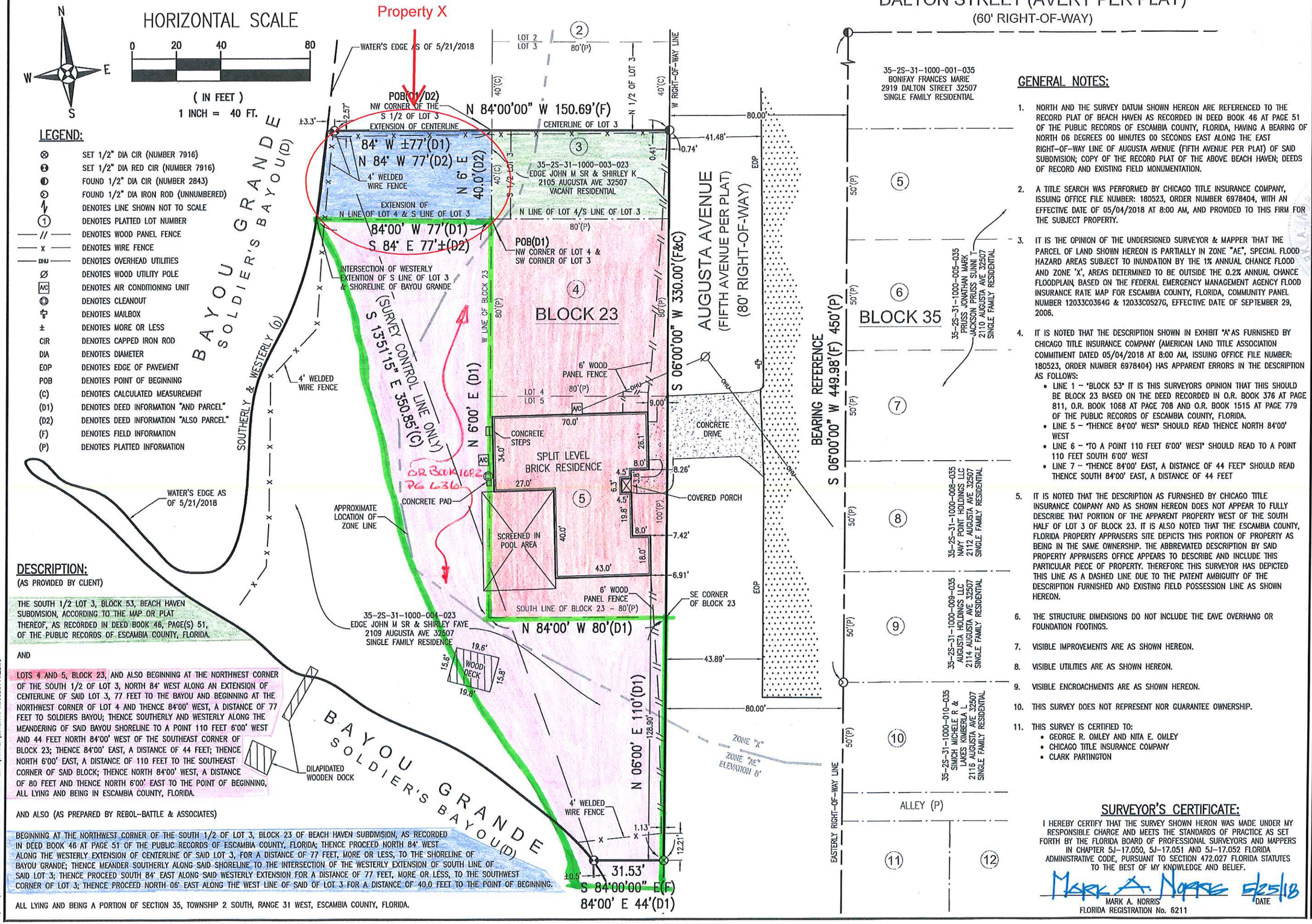


ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 7/13/18 DISTRICT 2

Petitioner's Property

Area to be Vacated



DESCRIPTION:
(AS PROVIDED BY CLIENT)

THE SOUTH 1/2 LOT 3, BLOCK 53, BEACH HAVEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN DEED BOOK 46, PAGE(S) 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

LOTS 4 AND 5, BLOCK 23, AND ALSO BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, NORTH 84' WEST ALONG AN EXTENSION OF CENTERLINE OF SAID LOT 3, 77 FEET TO THE BAYOU AND BEGINNING AT THE NORTHWEST CORNER OF LOT 4 AND THENCE 84'00' WEST, A DISTANCE OF 77 FEET TO SOLDIERS BAYOU; THENCE SOUTHERLY AND WESTERLY ALONG THE MEANDERING OF SAID BAYOU SHORELINE TO A POINT 110 FEET 6'00' WEST AND 44 FEET NORTH 84'00' WEST OF THE SOUTHEAST CORNER OF BLOCK 23; THENCE 84'00' EAST, A DISTANCE OF 44 FEET; THENCE NORTH 6'00' EAST, A DISTANCE OF 110 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH 84'00' WEST, A DISTANCE OF 80 FEET AND THENCE NORTH 6'00' EAST TO THE POINT OF BEGINNING, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

AND ALSO (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF LOT 3, BLOCK 23 OF BEACH HAVEN SUBDIVISION, AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 84' WEST ALONG THE WESTERLY EXTENSION OF CENTERLINE OF SAID LOT 3, FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GRANDE; THENCE MEANDER SOUTHERLY ALONG SAID SHORELINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF SOUTH LINE OF SAID LOT 3; THENCE PROCEED SOUTH 84' EAST ALONG SAID WESTERLY EXTENSION FOR A DISTANCE OF 77 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3; THENCE PROCEED NORTH 06' EAST ALONG THE WEST LINE OF SAID OF LOT 3 FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT OF BEACH HAVEN AS RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, HAVING A BEARING OF NORTH 06 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF AUGUSTA AVENUE (FIFTH AVENUE PER PLAT) OF SAID SUBDIVISION; COPY OF THE RECORD PLAT OF THE ABOVE BEACH HAVEN; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. A TITLE SEARCH WAS PERFORMED BY CHICAGO TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER: 180523, ORDER NUMBER 6978404, WITH AN EFFECTIVE DATE OF 05/04/2018 AT 8:00 AM, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.
3. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS PARTIALLY IN ZONE "AE", SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AND ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0364G & 12033C0527G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
4. IT IS NOTED THAT THE DESCRIPTION SHOWN IN EXHIBIT "A" AS FURNISHED BY CHICAGO TITLE INSURANCE COMPANY (AMERICAN LAND TITLE ASSOCIATION COMMITMENT DATED 05/04/2018 AT 8:00 AM, ISSUING OFFICE FILE NUMBER: 180523, ORDER NUMBER 6978404) HAS APPARENT ERRORS IN THE DESCRIPTION AS FOLLOWS:
   - LINE 1 – "BLOCK 53" IT IS THIS SURVEYORS OPINION THAT THIS SHOULD BE BLOCK 23 BASED ON THE DEED RECORDED IN O.R. BOOK 376 AT PAGE 811, O.R. BOOK 1068 AT PAGE 708 AND O.R. BOOK 1515 AT PAGE 779 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
   - LINE 5 – "THENCE 84'00' WEST" SHOULD READ THENCE NORTH 84'00' WEST
   - LINE 6 – "TO A POINT 110 FEET 6'00' WEST" SHOULD READ TO A POINT 110 FEET SOUTH 6'00' WEST
   - LINE 7 – "THENCE 84'00' EAST, A DISTANCE OF 44 FEET" SHOULD READ THENCE SOUTH 84'00' EAST, A DISTANCE OF 44 FEET
5. IT IS NOTED THAT THE DESCRIPTION AS FURNISHED BY CHICAGO TITLE INSURANCE COMPANY AND AS SHOWN HEREON DOES NOT APPEAR TO FULLY DESCRIBE THAT PORTION OF THE APPARENT PROPERTY WEST OF THE SOUTH HALF OF LOT 3 OF BLOCK 23. IT IS ALSO NOTED THAT THE ESCAMBIA COUNTY, FLORIDA PROPERTY APPRAISERS SITE DEPICTS THIS PORTION OF PROPERTY AS BEING IN THE SAME OWNERSHIP. THE ABBREVIATED DESCRIPTION BY SAID PROPERTY APPRAISERS OFFICE APPEARS TO DESCRIBE AND INCLUDE THIS PARTICULAR PIECE OF PROPERTY. THEREFORE THIS SURVEYOR HAS DEPICTED THIS LINE AS A DASHED LINE DUE TO THE PATENT AMBIGUITY OF THE DESCRIPTION FURNISHED AND EXISTING FIELD POSSESSION LINE AS SHOWN HEREON.
6. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
7. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
8. VISIBLE UTILITIES ARE AS SHOWN HEREON.
9. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
11. THIS SURVEY IS CERTIFIED TO:
    - GEORGE R. OMLEY AND NITA E. OMLEY
    - CHICAGO TITLE INSURANCE COMPANY
    - CLARK PARTINGTON

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK A. NORRIS
FLORIDA REGISTRATION No. 6211
DATE 5/25/18

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0000857 LB7918

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2105 AND 2109 AUGUSTA AVENUE
PENSACOLA, FLORIDA 32507

A PORTION OF SECTION: 35 TOWNSHIP: 2 SOUTH RANGE: 31 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT: 2018.119
DRAWN BY: ANC
CHKD BY: MAN
SCALE: 1" = 40'
F.B.: 18-07
PG.: 51-53
DATE: 5/21/2018

BOUNDARY SURVEY

PREPARED FOR: CLARK PARTINGTON
ATTORNEYS AT LAW
REQUESTED BY: GEORGE R. OMLEY

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission

P:\2018\2018.119 AUGUSTA AVE BNDY - CLOSING 25TH\SURVEY\2018.119 AUGUSTA AVE.DWG

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15710 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 03/07/2019
Issue: 5:32 p.m. Public Hearing to Adopt the Brookhaven Subdivision Street Lighting MSBU Ordinance
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Brookhaven Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Brookhaven Subdivision 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 property contained in Brookhaven Subdivision have met the criteria established by the Board of County Commissioners for a street lighting 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.

Adams Homes of Northwest Florida, Inc., Devine Farms LLC, and CHB of Northwest Florida Inc. own more than 55% of the 133 properties that will make up the lighting district and submitted a Letter of Request asking to create the MSBU.

The Brookhaven MSBU lighting district plan proposal:
* 133 assessable lots located in Commissioner District 5
* 45 street lights in initial plan, to be phased in over 3 years
* Assessments estimated to be $95.67 in year 1 (10% reserve), $191.34 in year 2, and $287.01 on-going after year 2

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.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Brookhaven MSBU Ordinance

ORDINANCE 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 63, SECTIONS 70-500.330 - 70-500.337 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE BROOKHAVEN SUBDIVISION 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 Brookhaven Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2018-134**, 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 the Brookhaven Subdivision 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 133 properties in this proposed district, and a majority of the property owners within the Brookhaven Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this request 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 the Brookhaven Subdivision.

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 63, Sections 70-500.330 through 70-500.337 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 63. – BROOKHAVEN SUBDIVISION

Sec. 70-500.330. - 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. 70-500.331. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Brookhaven Subdivision Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.332. - 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 Brookhaven Subdivision 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 for 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 Brookhaven Subdivision Street Lighting MSBU described hereafter.

The Brookhaven Subdivision Street Lighting District shall include the following:

A one hundred and thirty-three (133) lot residential subdivision of a portion of Section 35, Township 1 North, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 81, 81A, and 81B excluding any Holding Ponds, Wetland/Drainage Easements, 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 identified 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. 70-500.333. - DISTRICT CREATED. There is hereby created within Escambia County the *Brookhaven Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.334. - 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. 70-500.335. - 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 Lot 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 within the District which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.336. - NON-AD VALOREM 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. 70-500.337. - 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 Lot 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 that 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 _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 2/14/19

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

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

COMMENCE AT A 4" SQUARE CONCRETE MONUMENT (LB No. 6112) AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST; THENCE PROCEED SOUTH 04°00'47" WEST ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 4405.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED SOUTH 04°00'47" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 798.17 FEET TO THE NORTH RIGHT-OF-WAY (R/W) LINE OF DEVINE FARM ROAD (80' WIDE PUBLIC R/W); THENCE DEPARTING SAID EAST LINE PROCEED NORTH 86°58'56" WEST ALONG SAID R/W LINE FOR A DISTANCE OF 2574.69 FEET TO THE NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVED R/W LINE HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 60.32 FEET (DELTA ANGLE = 69°07'11", CHORD DISTANCE = 56.73 FEET; CHORD BEARING = NORTH 68°24'43" WEST); THENCE DEPARTING SAID CURVED R/W LINE PROCEED NORTH 03°28'38" EAST FOR A DISTANCE OF 661.14 FEET; THENCE PROCEED SOUTH 77°07'45" EAST FOR A DISTANCE OF 278.25 FEET; THENCE PROCEED SOUTH 08°28'19" EAST FOR A DISTANCE OF 208.09 FEET; THENCE PROCEED SOUTH 38°38'29" EAST FOR A DISTANCE OF 141.54 FEET; THENCE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 120.62 FEET; THENCE PROCEED SOUTH 03°06'18" WEST FOR A DISTANCE OF 107.00 FEET; THENCE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 50.00 FEET TO THE NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET (DELTA ANGLE = 90°00'00", CHORD DISTANCE = 35.36 FEET; CHORD BEARING = SOUTH 41°53'42" EAST) TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 223.60 FEET; THENCE PROCEED NORTH 04°55'07" EAST FOR A DISTANCE OF 136.80 FEET; THENCE PROCEED NORTH 49°26'11" EAST FOR A DISTANCE OF 384.62 FEET; THENCE PROCEED NORTH 08°48'29" WEST FOR A DISTANCE OF 207.81 FEET; THENCE PROCEED NORTH 10°00'19" EAST FOR A DISTANCE OF 124.77 FEET; THENCE PROCEED NORTH 27°52'46" EAST FOR A DISTANCE OF 250.02 FEET; THENCE PROCEED SOUTH 85°22'45" EAST FOR A DISTANCE OF 540.99 FEET; THENCE PROCEED SOUTH 03°06'18" WEST FOR A DISTANCE OF 250.21 FEET; THENCE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 140.00 FEET; THENCE PROCEED SOUTH 03°06'18" WEST FOR A DISTANCE OF 95.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET (DELTA ANGLE = 90°00'00", CHORD DISTANCE = 35.36 FEET; CHORD BEARING = SOUTH 48°06'18" WEST); THENCE DEPARTING SAID CURVE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 120.00 FEET TO THE NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.27 FEET (DELTA ANGLE = 90°00'00", CHORD DISTANCE = 35.36 FEET; CHORD BEARING = NORTH 41°53'42" WEST) TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE PROCEED NORTH 03°06'18" EAST FOR A DISTANCE OF 95.00 FEET; THENCE PROCEED SOUTH 86°53'42" EAST FOR A DISTANCE OF 210.00 FEET; THENCE PROCEED NORTH 03°06'18" EAST FOR A DISTANCE OF 111.87 FEET; THENCE PROCEED SOUTH 65°22'06" EAST FOR A DISTANCE OF 524.14 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 45.03 ACRES MORE OR LESS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15720 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 03/07/2019
Issue: 5:33 p.m. Public Hearing to Adopt the Covington Subdivision Street Lighting MSBU Ordinance
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Covington Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Covington Subdivision 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 property contained in Covington Subdivision have met the criteria established by the Board of County Commissioners for a street lighting 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.

CHB of Northwest Florida Inc. own's more than 55% of the 30 properties that will make up the lighting district and submitted a Letter of Request asking to create the MSBU.

The Covington MSBU lighting district plan proposal:
* 30 assessable lots located in Commissioner District 1
* 8 street lights/poles in initial plan
* Assessments estimated to be $166 in year 1 (10% reserve), $101 in year 2

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.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Covington Ord

ORDINANCE 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 62, SECTIONS 70-500.322 - 70-500.329 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE COVINGTON SUBDIVISION 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 Covington Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2018-134**, 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 the Covington Subdivision 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 30 properties in this proposed district, and a majority of the property owners within the Covington Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this request 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 the Covington Subdivision.

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 62, Sections 70-500.322 through 70-500.329 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 62. – COVINGTON SUBDIVISION

Sec. 70-500.322. - 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. 70-500.323. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Covington Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.324. - 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 Covington Subdivision 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 for 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 Covington Subdivision Street Lighting MSBU described hereafter.

The Covington Subdivision Street Lighting District shall include the following:

A thirty (30) lot residential subdivision of a portion of Section 7, Township 1 South, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 67, excluding any Holding Ponds, Wetland/Drainage Easements, 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 identified 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. 70-500.325. - DISTRICT CREATED. There is hereby created within Escambia County the *Covington Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.326. - 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. 70-500.327. - 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 Lot 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 within the District which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.328. - NON-AD VALOREM 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. 70-500.329. - 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 Lot 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 that 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 _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

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

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: SAO
Date: 2/14/19

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Exhibit A

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 637.08 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 590.37 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MOBILE HIGHWAY (STATE ROAD No. 10-A, (R/W WIDTH VARIES);
THENCE GO NORTH 41 DEGREES 56 MINUTES 50 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 132.03 FEET;
THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE GO NORTH 01 DEGREES 11 MINUTES 29 SECONDS EAST A DISTANCE OF 561.92 FEET TO A POINT ON THE SOUTH LINE OF TWENTY ONE OAKS, BEING A SUBDIVISION OF SAID SECTION 7, AS RECORDED IN PLAT BOOK 19, PAGE 47 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE GO SOUTH 89 DEGREES 59 MINUTES 38 SECONDS EAST ALONG THE SOUTH LINE OF SAID TWENTY ONE OAKS SUBDIVISION A DISTANCE OF 668.51 FEET;
THENCE DEPARTING SAID SOUTH LINE GO SOUTH 00 DEGREES 08 MINUTES 12 SECONDS WEST A DISTANCE OF 659.92 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.12 ACRES, MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15760 **Public Hearings 13.**

BCC Regular Meeting

Meeting Date: 03/07/2019

Issue: 5:34 p.m. Public Hearing to Consider an Ordinance Relating to the Escambia-Pensacola Human Relations Commission

From: KRISTIN HUAL, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing to Consider an Ordinance Creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 Establishing the Escambia-Pensacola Human Relations Commission.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

BACKGROUND:

The Escambia-Pensacola Human Relations Commission was created by Interlocal Agreement by and between Escambia County, Florida and the City of Pensacola. The purpose of the EPHRC is to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status.

Effective April 1, 2019, the County and City intend to terminate the Interlocal Agreement, and the operation of the Commission will be suspended for a period of thirty (30) days to allow for a restructuring of the organization. This ordinance will serve to reestablish the EPHRC and further define the composition, duties and powers of the Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and advertised in the Pensacola News Journal on February 23, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

Proof of Publication

ORDINANCE 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION; PROVIDING FOR THE COMPOSITION OF THE COMMISSION; DEFINING DUTIES AND POWERS OF THE COMMISSION; DEFINING A QUORUM AND VOTING REQUIREMENTS; PROVIDING FOR THE CONDUCT OF MEETINGS; PROVIDING FOR AN EXECUTIVE DIRECTOR AND STAFF LIAISON; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §163.01, Florida Statutes, Escambia County, Florida and the City of Pensacola previously entered into an Interlocal Agreement creating the Escambia-Pensacola Human Relations Commission to serve both the incorporated and unincorporated areas of Escambia County; and

WHEREAS, effective April 1, 2019, the Agreement will be terminated by the parties, and the operation of the Commission suspended to allow for a restructuring of the organization; and

WHEREAS, the Board of County Commissioners recognizes and reaffirms the need for the Escambia-Pensacola Human Relations Commission to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and

WHEREAS, the Board has determined it is in the best interest of the citizens of Escambia County to reestablish the Escambia Pensacola Human Relations Commission by duly enacted ordinance for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and

WHEREAS, the Board finds that reestablishing the Escambia Pensacola Human Relations Commission by ordinance serves a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Creation.** Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

ARTICLE I. – ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Sec. 100-1. – Establishment; Purpose of Commission.

The Escambia-Pensacola Human Relations Commission is hereby established for the following purposes: 1) to provide local assistance to review and resolve employment and fair housing

discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Sec. 100-2. – Membership; Terms of Office.

A. Composition- Upon the effective date of this Ordinance and for two years thereafter, the Escambia-Pensacola Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Three (3) members appointed by the Escambia County Board of County Commissioners;

Two (2) members appointed by the City of Pensacola; and

Two (2) appointed by a majority vote of the five (5) appointed Commissioners.

Upon the expiration of the initial two-year term, the Escambia-Pensacola Human Relations Commission shall be composed of seven (7) voting members:

Three (3) members appointed by the Escambia County Board of County Commissioners;

Two (2) members appointed by the City of Pensacola; and

Two (2) appointed by a majority vote of the five (5) appointed Commissioners.

B. Terms of Office- Upon the expiration of the initial two-year term, one member appointed by the Escambia County Board of County Commissioners, one member appointed by the City of Pensacola, and one member appointed by the Commissioners shall each serve one three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners, one member appointed by the City of Pensacola, and one member appointed by the Commissioners shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms with three members appointed during even numbered years and four members appointed during odd numbered years. There will be no term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

C. Vacancies- In the event of a vacancy in any office of a Commissioner appointed by the County or City, the appointing authority will appoint a new Commissioner to serve the balance of the unexpired term. In the event of a vacancy in any office of a Commissioner appointed by the Commission, the Commission will appoint a new Commissioner by a majority vote to serve the balance of the unexpired term. Upon the expiration of the term of office of any Commissioner, the appointing authority shall appoint a new Commissioner or reappoint the same Commissioner.

D. Removal- Members of the Commission may be removed by the appointing authority at any time. Additionally, the Commission may recommend to the relevant appointing authority the removal of a member who accrues two (2) unexcused absences from scheduled regular meetings of the Commission during a calendar year (January-December). Absences may be excused by a majority vote of the members present at any meeting. The Commission shall recommend to the relevant appointing authority the removal of a member who accrues three (3) or more absences, either excused or unexcused, from scheduled regular meetings of the Commission during a calendar year (January-December).

E. Officers-

1) Chairman. The Escambia-Pensacola Human Relations Commission shall elect a Chairman by a majority vote of the Commission to preside at all Commission meetings. The Chairman will be elected at the first meeting in January of each year and serve for a term of one year until the first meeting in January of the following year. There shall be no term limits to serve as Chairman.

2) Vice Chairman. The Escambia-Pensacola Human Relations Commission shall elect a Vice Chairman by a majority vote of the Commission to preside and act on behalf of the Chairman in the Chairman's absence or incapacity.

F. Compensation- Commissioners will not receive any salary or compensation for services performed for the Commission.

Sec. 100-3. – Duties and Powers of the Commission.

The Escambia-Pensacola Human Relations Commission shall have the following duties and powers:

1) To maintain an office at a location within Escambia County;
2) To conduct regular meetings within Escambia County;
3) To accept gifts, bequests, grants, or other payments from public or private donors, for the purpose of carrying out the powers and duties enumerated herein;
4) To enter into contracts for the purpose of carrying out the powers and duties enumerated herein;
5) To adopt, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission;
6) To receive and evaluate grant applications and forward to the County Administrator for review prior to final submission;
7) To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec. 58-91 – 58-103, Escambia County Code of Ordinances;
8) To receive or initiate complaints alleging employment or fair housing discrimination in Escambia County on the basis of race, color, national origin, age, disability, family or religious status, and provide recommendations to eliminate such discrimination;
9) To investigate complaints alleging employment or fair housing discrimination and conduct public hearings to determine the relevant facts concerning such complaints;
10) To refer complaints to the appropriate local, state, or federal agencies;
11) To recommend methods to eliminate employment or fair housing discrimination;
12) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups, or otherwise alleviate ethnic tension;
13) To promote equal opportunity in employment and housing in Escambia County;

14) To render an annual comprehensive written report to the Escambia County Board of County Commissioners concerning the operations of the Commission;
15) On or before May 1st, to submit a proposed budget for the upcoming fiscal year to the County Administrator;
16) On or before September 1st, to adopt and amend a line item budget for the upcoming fiscal year, including all estimated receipts, fund balances, and all estimated expenditures;
17) To maintain detailed records of all transactions relating to the operation of the Commission, including, but not limited to, financial and cost accounting data, and payroll administration records, and procurement and supply records;
18) To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report;
19) To procure and maintain adequate insurance coverage, including workers' compensation, commercial general liability, business automobile and umbrella liability coverage;
20) To appoint an Executive Director who shall serve at the pleasure of the Commission.

Sec. 100-4. – Quorum; Voting.

During the initial two-year term, five (5) of the nine (9) Commission members shall constitute a quorum. Thereafter, four (4) of the seven (7) Commission members shall constitute a quorum. Each member shall exercise one vote for all matters subject to a vote of the Commission. All matters will be decided by a majority vote of the members present. No member may abstain from voting unless the member has a conflict of interest.

Sec. 100-5. – Meetings.

A. Meetings- The Escambia-Pensacola Human Relations Commission shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting dates shall be distributed to all Commission members in December of the preceding calendar year. Special meetings may also be scheduled as the Commission deems necessary or upon the request of the Chairman. The meetings of the Commission will be subject to the requirements of Florida's Government in the Sunshine Law and the Florida Public Records Act.

B. Rules of Procedure- All meetings will be conducted in accordance with the current edition of Robert's Rules of Order, except to the extent the provisions thereof are inconsistent with this Ordinance.

C. Records- Minutes shall be taken at all meetings of the Commission. The minutes of the previous meeting shall be submitted for approval to the Commission at the next scheduled regular meeting. The written summary of each meeting shall reflect the meeting date, time, and location, confirmation of public notice, persons in attendance, items discussed, and a record of any official action taken by the Commission during the meeting. The minutes will also record the vote of each member for each action and any member's absence or failure to vote.

Sec. 100-6. – Executive Director; Staff Liaison.

A. Executive Director- The Executive Director of the Escambia-Pensacola Human Relations Commission will be appointed by and serve at the pleasure of the Commission. The Executive Director and any staff will, at all times, remain the sole and exclusive employees or agents of the Commission and shall be paid by the Commission. The Executive Director will be responsible for the following duties:

1) Effectuating the purposes and policies of the Commission and assisting the Commission with implementing the provisions of this Ordinance and all other applicable rules, regulations, or other Code provisions pertaining to employment and fair housing discrimination;
2) Concurrently serving as the Fair Housing Director as further described in Sec. 58-95 – 58-96, Escambia County Code of Ordinances;
3) Serving as the Secretary to the Commission and attending all Commission meetings;
4) Preparing, in consultation with the Chairman, the agenda for all Commission meetings;
5) Distributing the agenda for all Commission meetings at least one day prior to the scheduled meeting date;
6) Preparing and retaining the minutes of all Commission meetings;
7) Serving as the records custodian for the Commission;
8) Submitting a proposed annual budget and comprehensive written report to the Commission on or before April 1st of each fiscal year;
9) Monitoring all expenditures and administering the approved annual budget so as to maintain the operations of the Commission without incurring an operating deficit;
10) Ensuring compliance with the spending limitations imposed by the Commission's annual budget;
11) Managing and supervising all staff, including the authority to hire and discharge all staff employed by the Commission;
12) Ensuring compliance with all federal, state, and local laws and regulations relating to employment, including, but not limited to, wage rates, social security, unemployment insurance and workers' compensation insurance;
13) Maintaining a record of all current employees and a description of each job classification.

B. County Staff Liaison- The Division Manager of the Escambia County Neighborhood Enterprise Division will serve as the County's staff liaison to the Commission. The staff liaison will attend all meetings of the Commission and coordinate with the Executive Director to provide necessary support to carry out the purposes and objectives of the Commission.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

[REST OF PAGE INTENTIONALLY BLANK]

Section 5. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ___ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 2-28-19

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

as published in said newspaper in the issue(s) of:

02/23/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida. for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 25th of February 2019, by who is personally known to me

Affiant

Notary

Publication Cost: $172.90

NOTARY PUBLIC, STATE OF NEW JERSEY * KATHLEEN A GIBSON * MY COMMISSION EXPIRES DEC. 18 2019

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on March 7, 2019 at 5:34 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION; PROVIDING FOR THE COMPOSITION OF THE COMMISSION; DEFINING DUTIES AND POWERS OF THE COMMISSION; DEFINING A QUORUM AND VOTING REQUIREMENTS; PROVIDING FOR THE CONDUCT OF MEETINGS; PROVIDING FOR AN EXECUTIVE DIRECTOR AND STAFF LIAISON; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Deana Stallworth, County Administration (850)595-4900 at least seven days prior to the date of hearing.e

BOARD OF COUNTY COMMISSIONER
ESCAMBIA COUNTY, FLORID

Legal No. 3396763 February 23, 2019

Ad No: 0003396763
Customer No: PNJ-26717750

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-15681 **Clerk & Comptroller's Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/07/2019
Issue: TDT Collection Data for the December 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the December 2018 Returns Received in January 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2018 returns received in the month of January 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2019; total collections for the month of December 2018 returns was $453,616.70; this is a .07% decrease over the December 2017 returns; total collections year to date are 11.53% more than the comparable timeframe in Fiscal Year 2018.

Attachments

December 2018 TDT Collections Received in January

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JANUARY 2019

Zip Code	Fiscal Year 2019 YTD Collected	Fiscal Year 2018 YTD Collected	Difference	% Change
32501	122,672	65,653	57,019	87%
32502	119,626	$ 111,570	8,056	7%
32503	34,170	30,238	3,932	13%
32504	487,640	437,360	50,280	11%
32505	84,483	78,402	6,081	8%
32506	78,345	55,454	22,891	41%
32507	408,884	362,487	46,397	13%
32514	208,739	174,035	34,704	20%
32526	109,468	102,733	6,735	7%
32534	60,922	52,210	8,712	17%
32535	579	612	(33)	-5%
32561	1,068,390	1,025,520	42,870	4%
32562	-	-	-	0%
32577	189	117	72	62%
Total	**$ 2,784,107**	**$ 2,496,391**	287,716	**12%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF December 31, 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,059**	4%	**29,038**	3%	**8,340**	1%	**120,566**	14%	**17,896**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**32,557**	4%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**17,508**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**16,522**	4%
Total	**$ 122,672**	**4%**	**$ 119,626**	**4%**	**$ 34,170**	1%	**$ 487,640**	**18%**	**$ 84,483**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**24,272**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**34,816**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**28,271**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**22,109**	5%	**13,288**	3%
Total	**$ 78,345**	3%	**$ 408,884**	15%	**$ 208,739**	7%	**$ 109,468**	4%	**$ 60,922**	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%	**846,639**	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%
Total	**$ 579**	0%	**$ 1,068,390**	38%	**$ -**	0%	**$ 189**	0%	**$ 2,784,107**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF December 31, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	**20,189**	2%	**33,110**	4%	**8,054**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
Total	**$ 65,653**	**3%**	**$ 111,570**	**4%**	**$ 30,238**	1%	**$ 437,360**	**18%**	**$ 78,402**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,787**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
Total	**$ 55,454**	2%	**$ 362,487**	15%	**$ 174,035**	7%	**$ 102,733**	4%	**$ 52,210**	2%

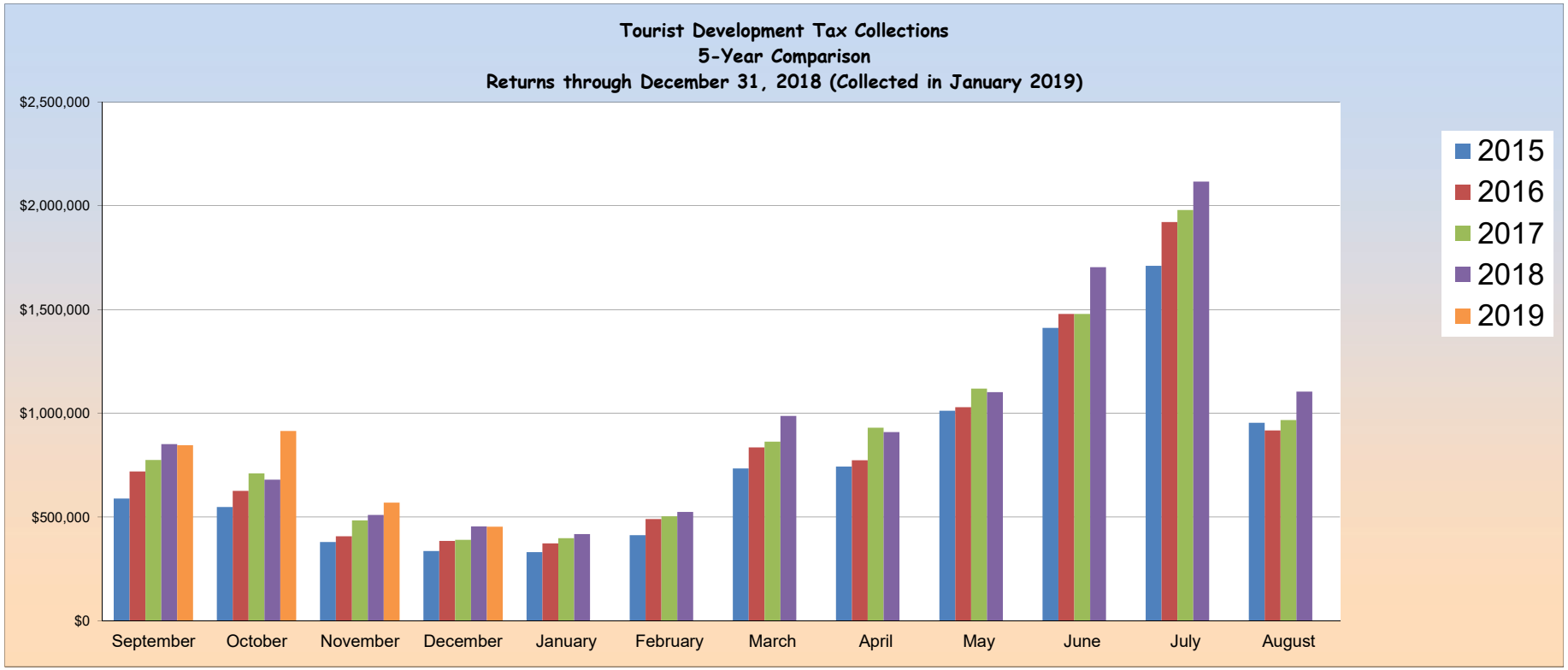
	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,776**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
Total	**$ 612**	0%	**$ 1,025,520**	41%	**$ -**	0%	**$ 117**	0%	**$ 2,496,391**	

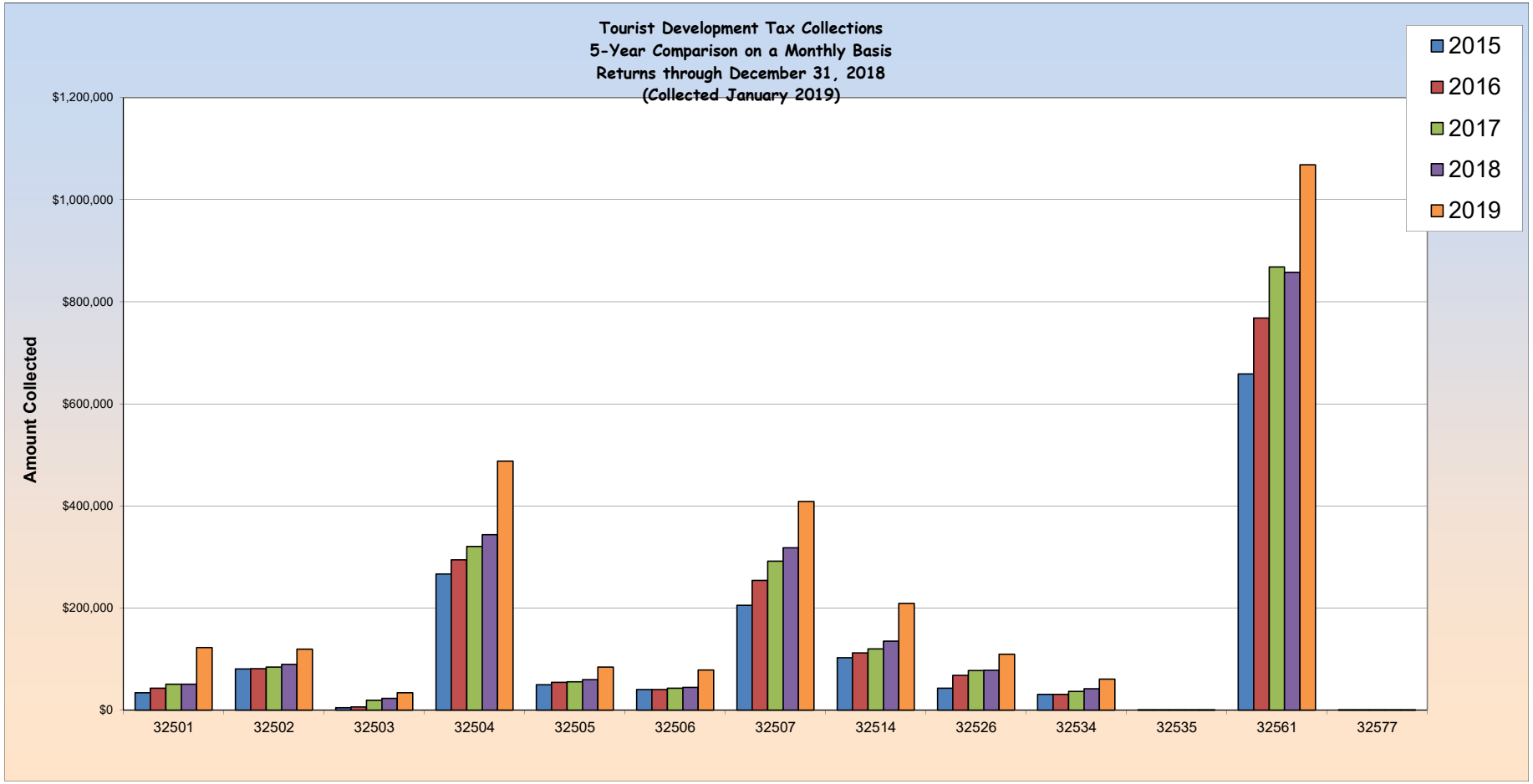
Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of	For The										
Collection	Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
OCT	SEP	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,833	634,979
NOV	OCT	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223	686,080
DEC	NOV	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803	426,808
JAN	DEC	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434	340,213
	TOTAL	**$ 892,551**	**$ 1,017,069**	**$ 1,105,225**	**$ 1,185,513**	**$ 1,187,401**	**$ 1,389,430**	**$ 1,602,991**	**$ 1,768,809**	**$ 1,872,293**	**$ 2,088,080**

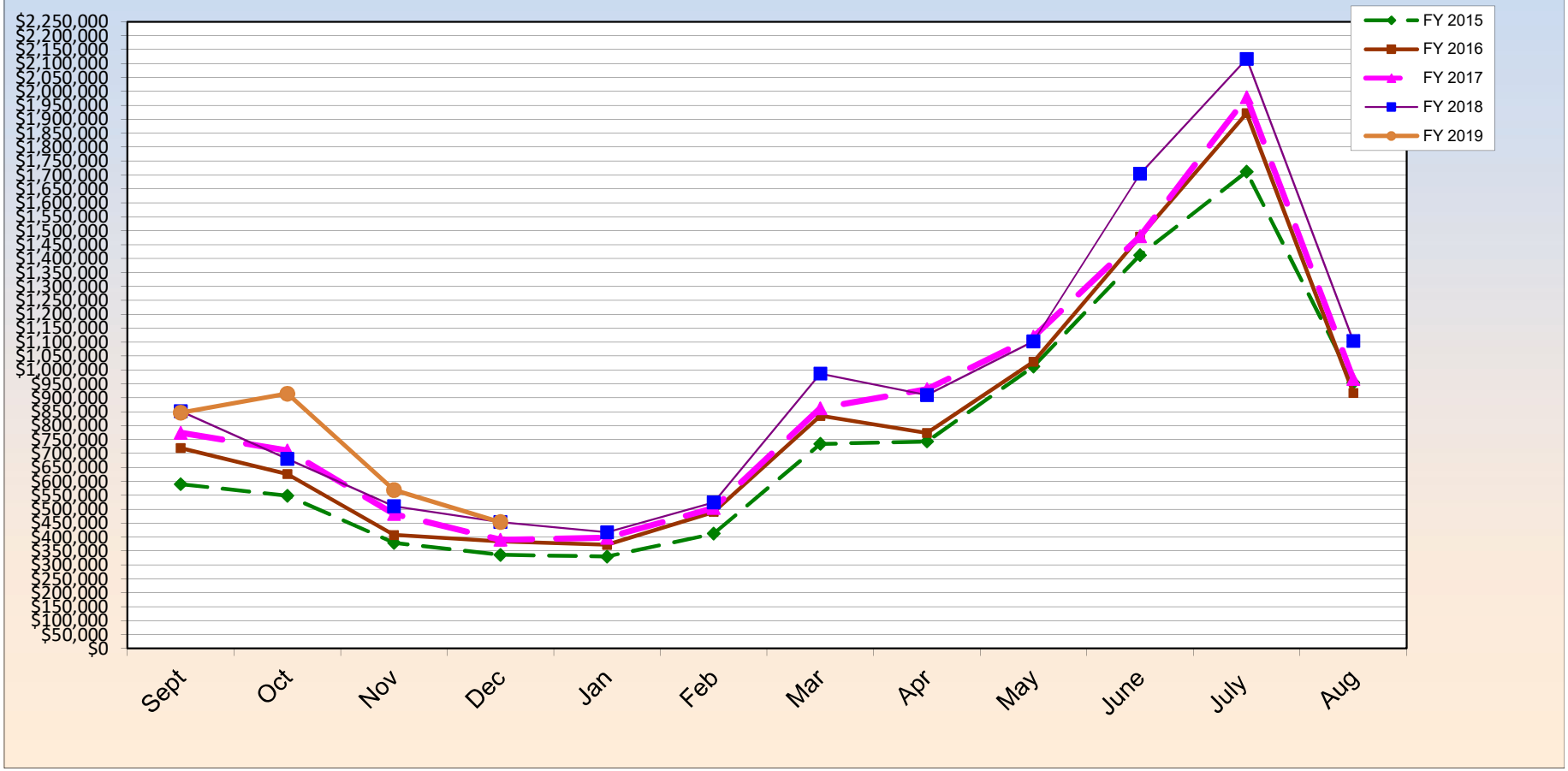
TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of	For The										
Collection	Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2,019
OCT	SEP	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944	211,660
NOV	OCT	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074	228,693
DEC	NOV	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601	142,269
JAN	DEC	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478	113,404
TOTAL		**$297,517**	**$339,023**	**$368,408**	**$395,171**	**$395,800**	**$463,144**	**$534,330**	**$589,603**	**$624,098**	**$696,027**


Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2018 (Collected in January 2019)
$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
2015
2016
2017
2018
2019


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through December 31, 2018
(Collected January 2019)
Amount Collected
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
2015
2016
2017
2018
2019
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2015 - FY 2019
Returns through December 31, 2018 (Collected in January 2019)



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-15689 **Clerk & Comptroller's Report 14. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 03/07/2019
Issue: Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports are available online at http://www.escambiaclerk.com/clerk/coc_cafr.aspx):

A. The Government Finance Officer's Association version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018; and

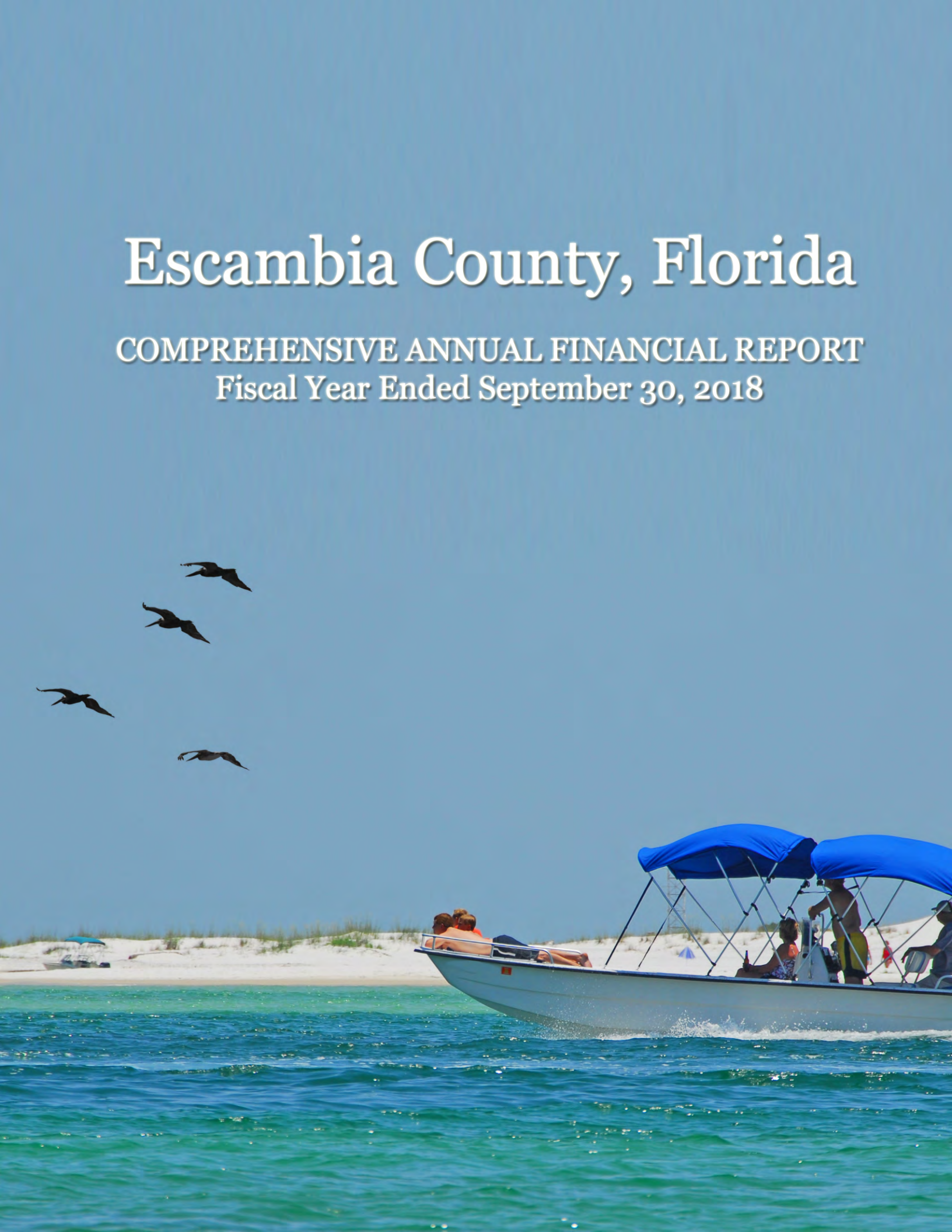
B. The Auditor General version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018.

Attachments

2018 CAFR
2018 Escambia County CAFR (AG)

Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT
Fiscal Year Ended September 30, 2018



ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2018

Prepared by:
Pam Childers, CPA
and the Finance Staff
Office of the Clerk of
the Circuit Court and
Comptroller

Introductory Section

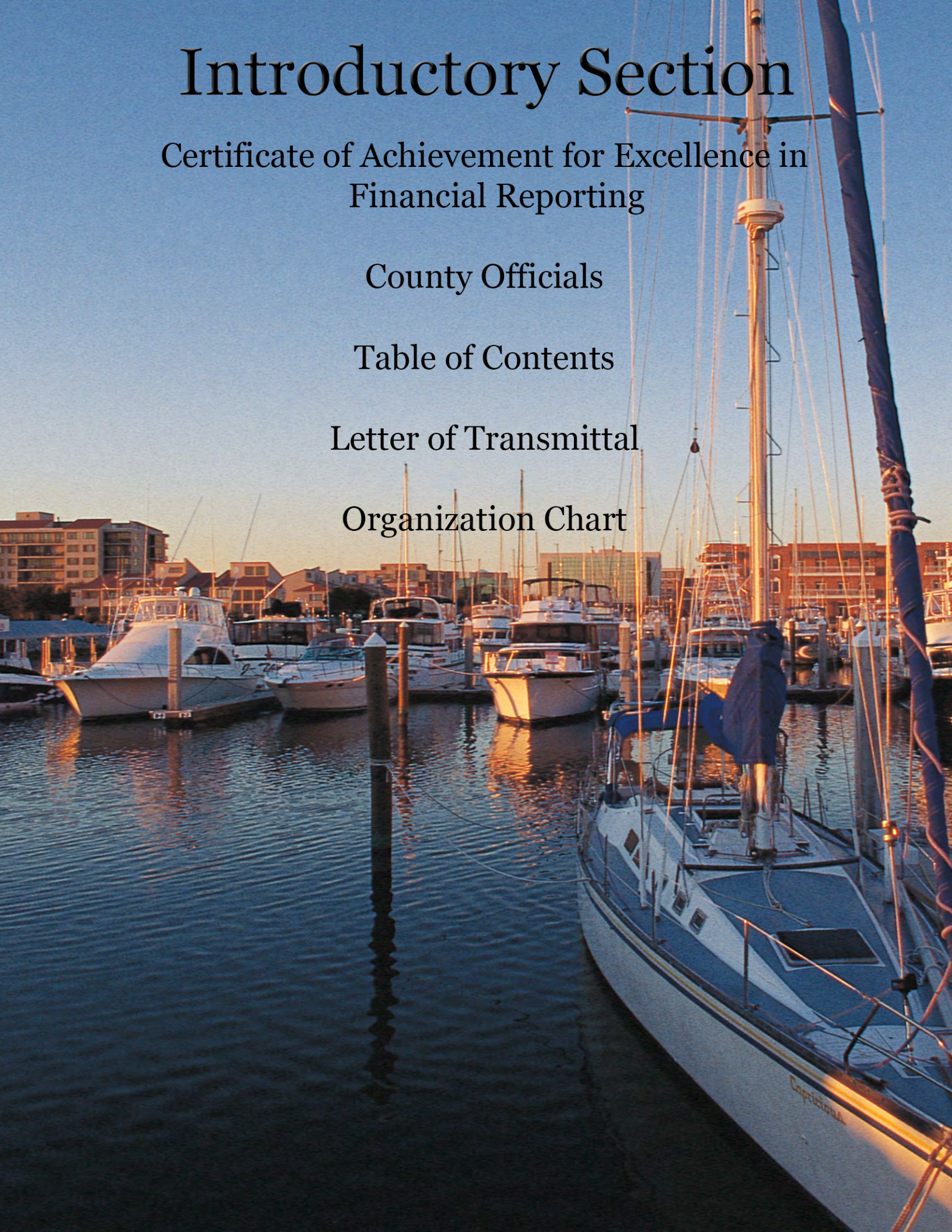
Certificate of Achievement for Excellence in Financial Reporting

County Officials

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Escambia County

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh.....Chair – District 1
Lumon J. May.....Vice Chair – District 3
Douglas Underhill .....Commissioner – District 2
Grover C. Robinson, IV .....Commissioner – District 4
Steven L. Barry.....Commissioner – District 5

ELECTED COUNTY OFFICERS

Pam Childers ..... Clerk of the Circuit Court and Comptroller
Chris Jones.....Property Appraiser
David Morgan.....Sheriff
David Stafford .....Supervisor of Elections
Scott Lunsford ..... Tax Collector

OTHER OFFICIALS

Jack Brown (retired)..... County Administrator
Amy Lovoy..... Interim County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

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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

February 20, 2019

To the Honorable Members of the
Board of County Commissioners and
Citizens of Escambia County, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the Comprehensive Annual Financial Report (CAFR) of the County of Escambia (County), Florida for the fiscal year ended September 30, 2018 which fulfills this requirement.

This report consists of management's representations concerning the finances of the County. Consequently, management assumes full responsibility for the completeness and reliability of the information contained in this report. To provide a reasonable basis for making these representations, the County has established a comprehensive framework of internal control designed both to protect the government's assets from unauthorized use or disposition, loss or theft, and to compile sufficient reliable information for the preparation of the County's financial statements in conformity with GAAP. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The County's financial statements have been audited by an independent firm of certified public accountants, Warren Averett CPAs and Advisors. The goal of the independent audit was to provide reasonable assurance that the financial statements of the County for the fiscal year ended September 30, 2018, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent audit firm of Warren Averett CPAs and Advisors has issued an unmodified ("clean") opinion on the Escambia County, Florida financial statements for the year ended September 30, 2018. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the County was also designed to meet the requirements of the Office of Management and Budget (OMB) Single Audit Act; and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. part 200 (Uniform Guidance). The standards governing single audit engagements require the independent auditor to report on the government's internal controls and compliance with legal requirements with special emphasis on the administration of federal awards and state financial assistance. These reports are in the compliance section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of the Management's Discussion and Analysis (MD&A). The MD&A complements this Letter of Transmittal and the two should be read in conjunction with each other. Escambia County's MD&A can be found immediately following the Independent Auditors' Report.

Profile of the County of Escambia, Florida

Escambia County, located in the northwestern part of the state, was established July 21, 1821 as a non-charter government when the Provisional Governor Andrew Jackson signed an ordinance making the County one of the first two counties in Florida, the other being St. Johns County. Escambia County encompasses approximately 661 square miles with 64,000 acres of water area and serves a population of approximately 313,512. There are two municipalities within the County, the City of Pensacola, the County seat, and the Town of Century which is located 38 miles from the County seat.

Escambia County is a political subdivision of the State of Florida. As such, it is governed by and derives its operating authority from the constitution and laws of the State of Florida. The County operates under a commission/administrator form of government, with a governing board consisting of five elected County Commissioners who are elected by district to staggered four-year terms. The Chairman presides over the Board and the chair is rotated annually in sequential order by district. In addition to the Board of County Commissioners, there are five elected constitutional officers performing specifically designated governmental functions: The Clerk of the Circuit Court and Comptroller (Clerk), Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.

The Clerk serves the function of "Clerk to the Board" for County Commissioners. The Clerk also performs the duties of auditor, accountant, recorder and custodian of County funds. Such duties are set forth in the Florida Constitution.

The financial reporting entity (the County) includes all the funds of the primary government (Escambia County Board of County Commissioners) as well as its component units. Component units are legally separate entities for which the primary government is financially accountable. The County provides a full range of services including fire protection, emergency medical services, county jail and detention facilities, planning and zoning, solid waste disposal, construction and maintenance of highways, streets, and other infrastructure, mass transportation services, conservation and resource management, cultural and recreational programs, library, tourism and economic development.

Although legally separate entities, the general funds of the Clerk, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector are included as a General Fund component of the County.

The Santa Rosa Island Authority (SRIA) and the Law Library are reported separately as discrete component units within Escambia County's financial statements. SRIA operations include management services and leasing activities for County owned property on Santa Rosa Island. For additional information on Escambia County's Component Units, please refer to the Notes Section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the County operates.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 25,400 in the leisure and hospitality industry with accommodations and food services representing 11.9% of the area workforce. The largest major industry sector is health care and social assistance with 16.0% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 23,000 employed in health care and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station, Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks, as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This will allow the County to reach a wider audience for promoting economic development and attracting new businesses to the area.

The Heritage Oaks Commerce Park, home to Navy Federal Credit Union, continues to stimulate growth in the local economy by increasing job creation and expanding operations in the area. Navy Federal Credit Union continues to add jobs bringing its regional employment to over 7,101 employees. Continued expansion at the Pensacola campus will include facilities and parking for additional employees. The total number of jobs is expected to increase to 10,000 by the year 2026.

Escambia County's unemployment rate has fallen for the seventh straight year. The unemployment rate of 3.0% locally reflects a decrease of 1.0% from the previous year's rate of 4.0%.

Long-term Financial Planning and Major Initiatives

Unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) in the general fund at year end exceeded 2 months of operating expenditures and transfers out. This amount is favorable based on the policy guidelines set by the County for budgetary and planning purposes.

The adopted budget is developed around the framework set by the County's strategic planning initiative. The primary themes of the strategic initiative are to improve customer service, restore public trust and confidence, economic development, maintenance of infrastructure, and fiscal responsibility.

The County is in the planning process to include in the Citizens Academy, the anticipated module titled "Budget Game", which will engage the public in the budget process.

Process improvement is key to improving customer service. We continue to promote and adopt process improvements, and undertake a thorough review of the processes to determine ways to improve them. The County's website www.myescambia.com contains many updates for greater utility, transparency and accessibility by citizens. The "Ask My Escambia" citizen's information portal is expanding access, transparency and efficiency for citizen requests. Other process improvements will be working toward a better solution for time keeping and financial system integration. The County continues this positive trend into the future.

The County's commitment to customer service and quality is promoted by the continuation of equipping County vehicles with tracking systems, and continuation of the

fraud abuse hotline initiatives which will provide continuous tracking and reporting, allowing employees and citizens to have more involvement in their government.

A long term goal of the County is to foster economic growth and development. The County uses Tax Increment Financing (TIF) Districts to fund a variety of Community Redevelopment Areas (CRA) in the County. For the upcoming fiscal year, the TIF rate was maintained at 75% while budgeted districts increased from 19 to 20. These funds are used to pay for infrastructure improvements, neighborhood programs, and safety initiatives in these districts.

With tourism as a major part of the economy, newer and more up-to-date hotel/motel facilities have led to increasing revenue streams approaching $10 million annually in bed tax collections. Additional funding is expected from grant revenues associated with the Restore Act, Natural Resource Damage Assessment (NRDA), and the National Fish and Wildlife Federation (NFWF), to provide future revenue sources for environmental, economic, and tourism related activities. There is potential for $162 million in direct and indirect future revenue for Escambia County as projects are submitted and approved.

The RESTORE Act established the Gulf Coast Restoration Trust Fund in the U.S. Treasury Department to account for civil penalties paid under the Federal Water Pollution Control Act in connection with the Deepwater Horizon oil spill. Grants will be used for programs, projects, and activities which restore and protect the environment and the economy of the Gulf Coast region. Escambia County's calculated proportion, which is cumulative through 2031, is estimated at $70.6 million. This includes a current available net direct component allocation of $13.9 million. A sustainability oversight advisory roundtable (SOAR) with RESTORE application is currently under review with the U.S Department of Treasury and is expected to be awarded in early 2019. Planning assistance funds for Eleven Mile Creek Stream Restoration are also expected to be awarded in 2019. The Florida Department of Transportation (FDOT) is expected to finalize the design of the Perdido Key Multi-Use Path; staff will be working with FDOT to develop a RESTORE direct component application.

The County is involved in a land swap with the United States Navy for design of an additional commerce park to grow the local economy. The property is geographically close to Navy Federal Credit Union and is a prime location for economic growth with close access to Interstate 10. This land swap will allow Navy Federal to create an additional 300 jobs. A new I-10 exit is also in the planning stage to facilitate this potential growth going forward.

The County and Greater Pensacola Chamber of Commerce are promoting the Technology Park located in the downtown Pensacola area by providing business lots, and incentives to targeted industries as part of an initiative to stimulate and grow the local economy.

Between 2008 and 2019, the County will have invested more than $472 million in infrastructure with current allocations of the One Cent Local Option Sales Tax (LOST).

Proceeds of this tax are scheduled to fund road reconstruction, dirt road paving, drainage improvements and vehicle replacements for Emergency Medical Service, the Fire Department and Sheriff's Office. This is the fourth time the citizens have approved levying this tax; a 10 year extension was approved by public referendum; extending the tax to December 2028. Approximately $50.4 million of future LOST proceeds will be used towards the construction of the new Escambia County Jail Facility.

The new Escambia County Jail construction is estimated to cost approximately $128-$129 million. Cost savings and efficient operations will benefit the county for years to come.

The fiscal year 2019 adopted budget increased by $21 million over the prior year to $477.1 million. While the total direct millage rate for property tax remained unchanged at 7.661 mills, property values increased an average of 7% over the prior year for both the County-wide and unincorporated areas of Escambia County.

Discussions are on-going with regard to gaining efficiencies through consolidation efforts and promoting cost effectiveness on a range of issues. The County will continue to control cost by reviewing the economy and efficiency of all programs presented.

Relevant Financial Policies

The County has established a fund balance policy in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*. The adopted policy outlines the County's goal to maintain an unrestricted general fund balance of at least 2 months of regular operating expenditures and transfers out to mitigate risks of either natural or man-made disasters and to provide for revenue shortfalls.

The County is in the third year of implementation for GASB Statement No 68 "*Accounting and Financial Reporting for Pensions"* and GASB Statement No 71 "*Pension Transition for Contributions Made Subsequent to the Measurement Date"* to recognize its unfunded portion of the statewide plan as a liability. The County provides pension benefits for all employees through a statewide plan managed by the Florida Department of Management Services, Division of Retirement. The statewide plan is a contributory plan. While a liability has been recorded in accordance with GASB requirements, the County currently has no obligation in connection with employee pension benefits offered through this plan beyond its monthly payments to the Division of Retirement.

The County has implemented GASB Statement No 75 "*Accounting and Financial Reporting for Postemployment Benefits Other Than Pension"* to recognize its unfunded liability. The County provides postemployment benefits at the same rate as active participants. While a liability has been recorded in accordance with GASB requirements, there is no requirement for a funded plan. All approved benefits are budgeted and paid when due.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Escambia County for its comprehensive annual financial report for the fiscal year ended September 30, 2017. This was the 22nd consecutive year that Escambia County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, Escambia County must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another Certificate.

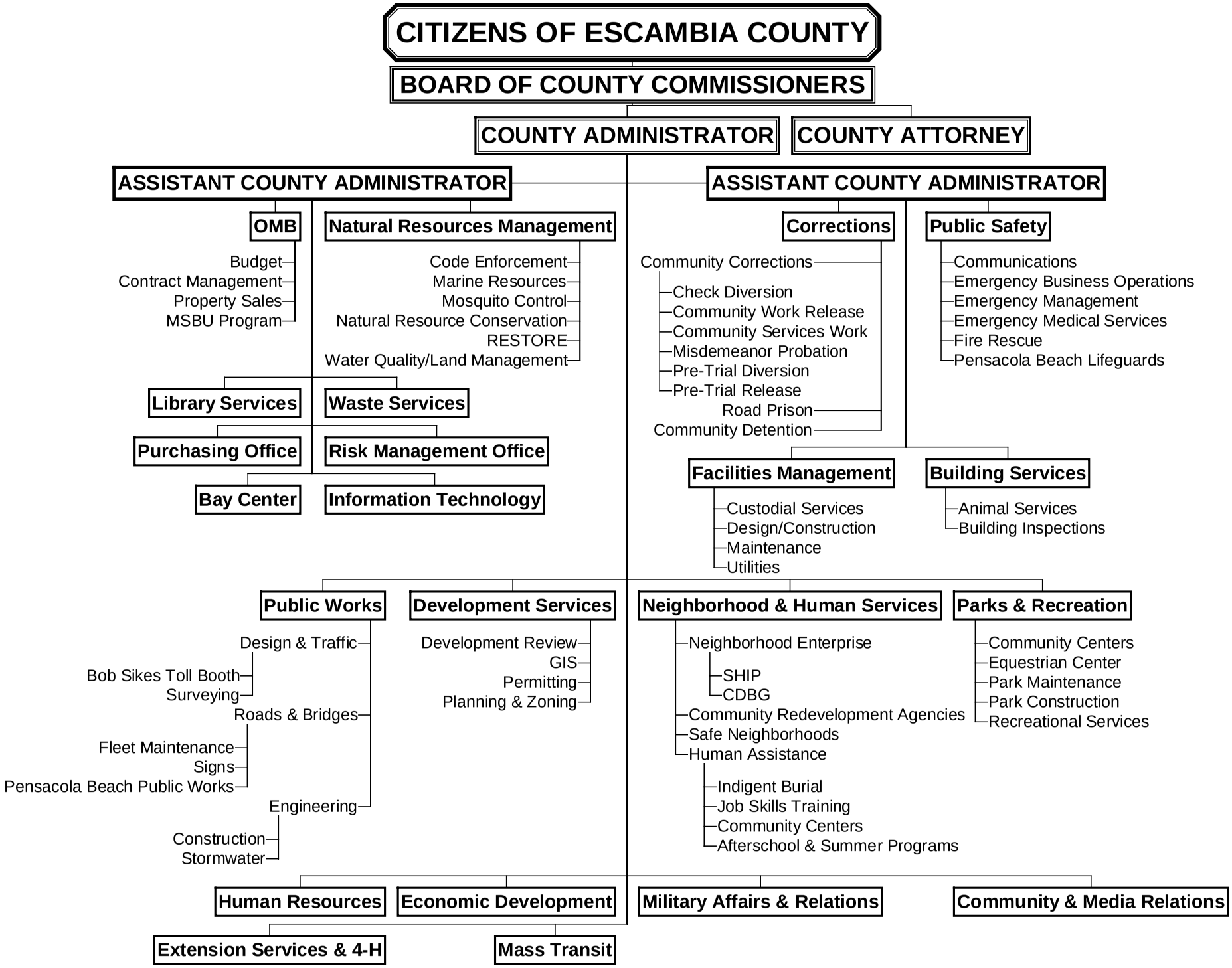
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2017. This is the 22nd consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communication device.

The preparation of this comprehensive annual financial report (CAFR) would not have been possible without the skill, effort, and dedication of the entire financial staff of the Clerk of the Circuit Court and Comptroller. I would like to express my appreciation to the Financial Reporting and Grants Department: Sharon Harrell, Finance Director; Tammy Plant, Beth Parker, Kara Cowen, and Harold Coats. I also wish to thank all government departments for their assistance in providing the data necessary to prepare this report; and to thank Visit Pensacola for providing the photographs used in this document. Credit is due to the Board of County Commissioners for their unfailing support for maintaining the highest standards of professionalism in the management of Escambia County.

Respectfully submitted,

Pam Childers

Pam Childers
Honorable Pam Childers
Clerk of the Circuit Court & Comptroller


CITIZENS OF ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
ASSISTANT COUNTY ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
OMB
Budget
Contract Management
Property Sales
MSBU Program
Natural Resources Management
Code Enforcement
Marine Resources
Mosquito Control
Natural Resource Conservation
RESTORE
Water Quality/Land Management
Library Services
Waste Services
Purchasing Office
Risk Management Office
Bay Center
Information Technology
Corrections
Community Corrections
Check Diversion
Community Work Release
Community Services Work
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Road Prison
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
Pensacola Beach Lifeguards
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Building Services
Animal Services
Building Inspections
Public Works
Design & Traffic
Bob Sikes Toll Booth
Surveying
Roads & Bridges
Fleet Maintenance
Signs
Pensacola Beach Public Works
Engineering
Construction
Stormwater
Development Services
Development Review
GIS
Permitting
Planning & Zoning
Neighborhood & Human Services
Neighborhood Enterprise
SHIP
CDBG
Community Redevelopment Agencies
Safe Neighborhoods
Human Assistance
Indigent Burial
Job Skills Training
Community Centers
Afterschool & Summer Programs
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance
Park Construction
Recreational Services
Human Resources
Economic Development
Military Affairs & Relations
Community & Media Relations
Extension Services & 4-H
Mass Transit

FINANCIAL SECTION

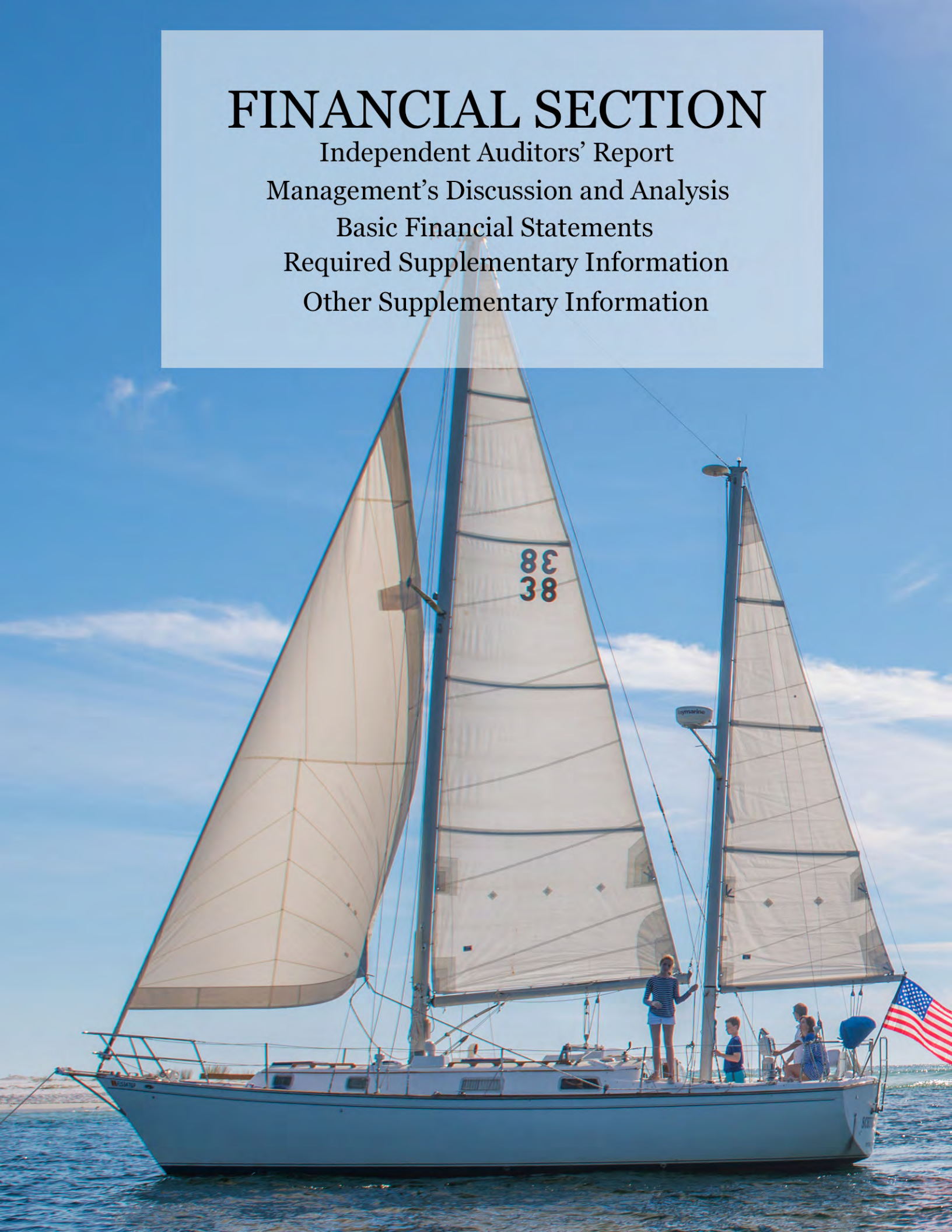
Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information



Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

REPORT OF INDEPENDENT AUDITORS'

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We did not audit the financial statements of the Santa Rosa Island Authority, a business type activities-discrete component unit, as of and for the year ended September 30, 2018, which statements reflect total assets and deferred outflows of $8,486,255 and total revenues of $5,246,343.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Santa Rosa Island Authority, which are included in the basic financial statements as a discretely presented component unit. Those statements were audited by another auditor whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Santa Rosa Island Authority, is based solely on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditor, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund, community redevelopment agency fund, mass transit fund, and the disaster recovery fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in the County's total OPEB liability and related ratios, schedule of the County's proportionate share of the net pension liability, and schedule of the County's contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, combining financial statements, individual fund budgetary comparison schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining financial statements and individual fund budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2019 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

This Management's Discussion and Analysis ("MD&A") presents the readers of the financial statements a narrative overview of the financial activities of Escambia County, Florida (the "County") for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with additional information that has been furnished in the Letter of Transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the County exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $610,342,411 (net position). Of this amount, ($85,197,947) represents unrestricted deficit net position.

- The County's total net position increased by $17,349,349; governmental activities increased by $19,032,202 and business-type activities decreased by $1,682,853.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $298,200,807, a decrease of $1,575,752 in comparison with the prior year.

- At the end of the current fiscal year, unassigned fund balance available for spending at the government's discretion for the General Fund was $34,189,735 or 18.6% of total general fund expenditures and transfers out.

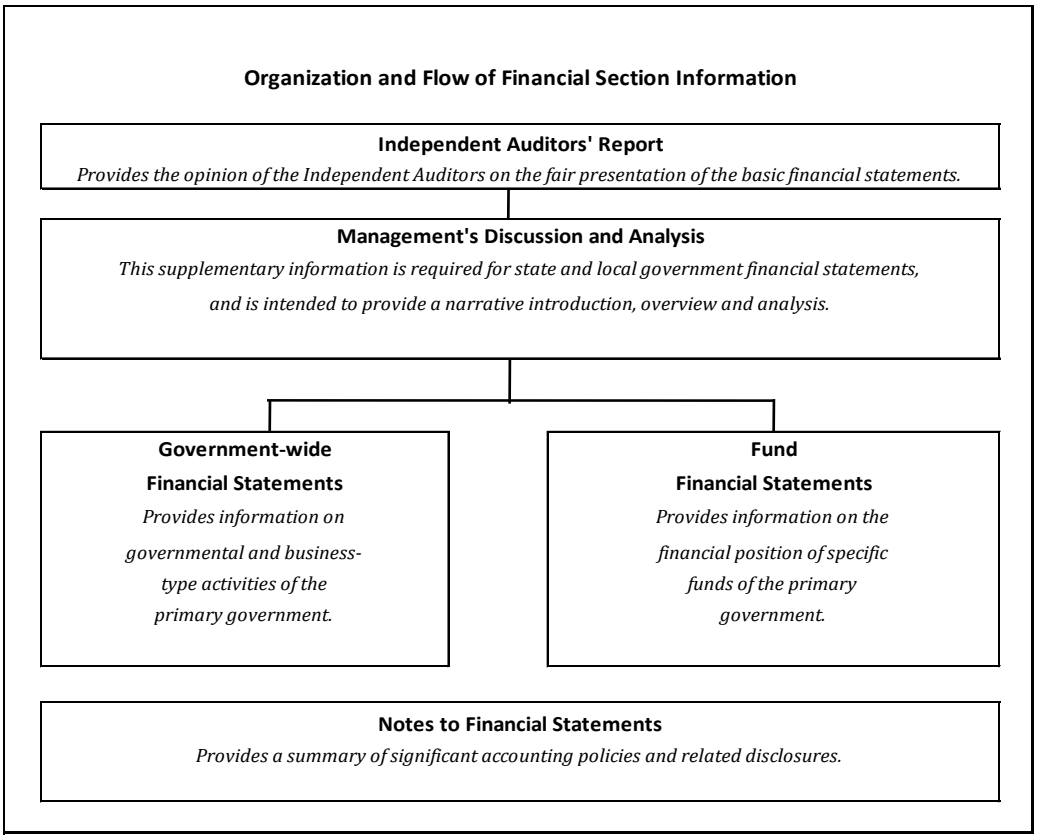
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $49,457,569, or approximately 27% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $27,456,632 or 8.7% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue increases were from state revenue sharing, and grant revenue for the new jail construction and RESTORE projects. Sales tax collected on the one-cent local option sales tax for funding primarily transportation and infrastructure projects of the County increased due to increased consumer spending.

- At the end of the current fiscal year, the net pension liability decreased $2,564,764 for governmental funds and $247,284 for business-type activities for an ending net pension liability of $200,227,631, an approximate decrease of 1.4% from the prior fiscal year end. These liabilities are actuarially determined and provided by the State of Florida Retirement System (FRS).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the County's assets, liabilities and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the County's property tax base or the condition of County facilities and infrastructure, should be considered to assess the overall health of the County.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities)*. The governmental activities of the County include general government, public safety, physical environment, transportation, economic environment, human services, culture/recreation, and court related activities. The business-type activities of the County include solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Pensacola Bay Center (Bay Center).

The government-wide financial statements include not only the County itself (known as the primary government) but also legally separate entities of the Santa Rosa Island Authority (SRIA) and the Escambia County Law Library for which the County is financially accountable. These entities are known as "component units". Financial information for these component units is reported separately from the financial information presented for the primary government itself. The County's component units will not be addressed in this MD&A.

Fund financial statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The County maintains dozens of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Mass Transit Authority Fund, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 Capital Project Fund, Mass Transit Authority FTA Capital Project Fund and Local Option Sales Tax (LOST) Capital Projects Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the other supplementary information section of this report.

The County adopts an annual appropriated budget for its general, special revenue, debt service, and capital projects funds. Budgetary comparison statements have been provided for the General Fund and major special revenue funds to demonstrate budgetary compliance. Due to the nature of the Disaster Recovery Fund, the original budget is generally adopted with an appropriation of zero.

The County maintains two different types of *proprietary funds*. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the fiscal activities relating to solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Bay Center. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses the internal service fund to account for fleet and fuel activities, insurance activities and for certain costs related to the Clerk of Circuit Court and Comptroller's compensated absences policy. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Solid Waste and Emergency Medical Service (EMS) funds, which are considered to be major funds of the County. Non-major

funds include the Inspection and Bay Center funds, which are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for each of these non-major enterprise funds are provided in the form of combining statements in the other supplementary information section of this report. Internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds are also provided in the form of combining statements in the other supplementary information section of this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The County only has agency funds.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information

In addition to the basic financial statements and accompanying notes, *required supplementary information* is presented concerning the County's changes in total OPEB liability and related ratios for providing other post employment benefits (OPEB) to its employees; and for the County's proportionate share of the net pension liability and contributions for employee participation in the Florida Retirement System pension plan and health insurance subsidy program.

The *other supplementary information* section contains the combining statements referred to earlier in connection with nonmajor governmental funds, proprietary and internal service funds, and fiduciary funds, along with budgetary comparison schedules for the County's three major capital project funds (LOST, Mass Transit Authority FTA Capital and Series 2017 Capital Project), and for all nonmajor governmental funds.

Government-wide Financial Analysis

Net position over time may serve as a useful indicator of a government's financial position. For the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $610,342,411 at the close of the most recent fiscal year.

At the end of fiscal year 2018, the County is able to report positive balances in restricted categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities. Negative unrestricted net position was reported for governmental activities. The same situation held true for the prior fiscal year.

The County's restricted net position represents resources that are subject to external restrictions on how they may be used. The County's restricted net position is primarily for capital projects and other special revenue purposes. The largest portion of the County's net position reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The remaining balance ($85,197,947) is negative unrestricted net position. Unrestricted net position is primarily negative due to the effect of the recognition of the net pension liability in accordance with GASB 68.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and Other Assets	$ 348,924,475	$ 345,798,035	$ 57,510,427	$ 58,196,886	$ 406,434,902	$ 403,994,921
Capital Assets (Net)	578,504,918	555,075,172	50,807,738	49,735,148	629,312,656	604,810,320
Total Assets	927,429,393	900,873,207	108,318,165	107,932,034	1,035,747,558	1,008,805,241
Total Deferred Outflow of Resources	85,679,589	93,314,727	7,416,837	8,175,694	93,096,426	101,490,421
Current and Other Liabilities	31,661,810	28,135,321	5,254,720	-	36,916,530	28,135,321
Long-term Liabilities	416,741,652	427,231,384	34,970,119	34,425,619	451,711,771	461,657,003
Total Liabilities	448,403,462	455,366,705	40,224,839	34,425,619	488,628,301	489,792,324
Total Deferred Inflow of Resources	27,653,227	20,801,138	2,220,045	1,567,740	29,873,272	22,368,878
Net Position:						
Net Investment in Capital Assets	482,495,767	463,840,289	50,807,738	49,735,148	533,303,505	513,575,437
Restricted	162,236,853	164,971,545	-	-	162,236,853	164,971,545
Unrestricted	(107,680,327)	(110,791,743)	22,482,380	25,237,823	(85,197,947)	(85,553,920)
Total Net Position	$ 537,052,293	$ 518,020,091	$ 73,290,118	$ 74,972,971	$ 610,342,411	$ 592,993,062

The County's total net position increased $17,349,349 from the prior year. Key reasons for the overall increase are presented in the following pages for governmental and business-type activities.

Escambia County, Florida
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
REVENUES						
Program Revenues:						
Charges for Services	$ 63,382,906	$ 64,133,543	$ 35,761,987	$ 33,521,924	$ 99,144,893	$ 97,655,467
Operating Grants and Contributions	27,144,536	19,186,885	34,429	-	27,178,965	19,186,885
Capital Grants and Contributions	16,103,137	9,855,907	90,060	154,650	16,193,197	10,010,557
General Revenues:						
Property Taxes	116,324,876	110,050,775	-	-	116,324,876	110,050,775
Other Taxes	107,103,632	100,946,619	-	-	107,103,632	100,946,619
Other	14,954,448	13,565,189	396,863	301,408	15,351,311	13,866,597
Total Revenues	345,013,535	317,738,918	36,283,339	33,977,982	381,296,874	351,716,900
EXPENSES						
General Government	69,238,619	71,637,055	-	-	69,238,619	71,637,055
Public Safety	154,064,788	148,552,980	-	-	154,064,788	148,552,980
Physical Environment	5,831,178	2,855,242	-	-	5,831,178	2,855,242
Transportation	49,238,724	48,568,666	-	-	49,238,724	48,568,666
Economic Environment	15,180,258	14,087,642	-	-	15,180,258	14,087,642
Human Services	3,010,649	2,678,651	-	-	3,010,649	2,678,651
Culture/Recreation	14,177,104	9,957,418	-	-	14,177,104	9,957,418
Court-Related	11,425,911	12,583,055	-	-	11,425,911	12,583,055
Interest on Long-term Debt	6,491,650	4,574,479	-	-	6,491,650	4,574,479
Solid Waste	-	-	10,442,647	10,109,956	10,442,647	10,109,956
Emergency Management Services	-	-	15,098,620	13,616,039	15,098,620	13,616,039
Inspection Fund	-	-	2,593,786	2,500,120	2,593,786	2,500,120
Bay Center	-	-	7,153,591	7,006,138	7,153,591	7,006,138
Total Expenses	328,658,881	315,495,188	35,288,644	33,232,253	363,947,525	348,727,441
Excess (Deficiency) Before Transfers	16,354,654	2,243,730	994,695	745,729	17,349,349	2,989,459
Transfers	2,677,548	(744,342)	(2,677,548)	744,342	-	-
Change in Net Position	19,032,202	1,499,388	(1,682,853)	1,490,071	17,349,349	2,989,459
Beginning Net Position	518,020,091	525,269,166	74,972,971	73,839,503	592,993,062	599,108,669
Change in Accounting Principle	-	(8,748,463)	-	(356,603)	-	(9,105,066)
Ending Net Position	$ 537,052,293	$ 518,020,091	$ 73,290,118	$ 74,972,971	$ 610,342,411	$ 592,993,062

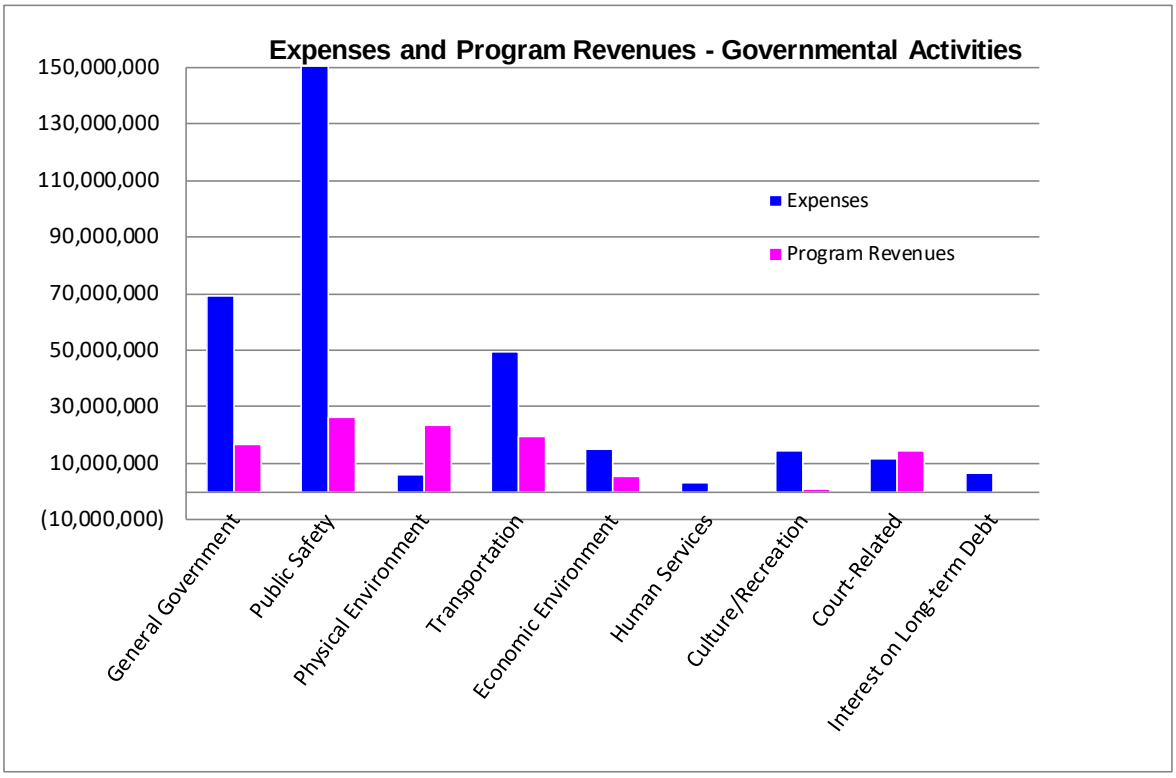
Governmental Activities

Governmental activities increased the County's net position by $19,032,202 from the prior fiscal year for an ending balance of $537,052,293. Although millage rates remained the same, property tax revenue increased due to rising taxable assessed values. Sales tax revenue and capital grant revenue increased primarily for LOST infrastructure projects, public transportation, Jail construction and RESTORE projects. Revenue increases were attributable to general government operating grants and contributions.

Government expenditures increases were primarily due to increased non-recurring capital outlay for public facilities and the new jail facility. Additional increases were attributable to economic development project costs. The internal service fund decrease was attributable to the first full year of being self-insured for medical.

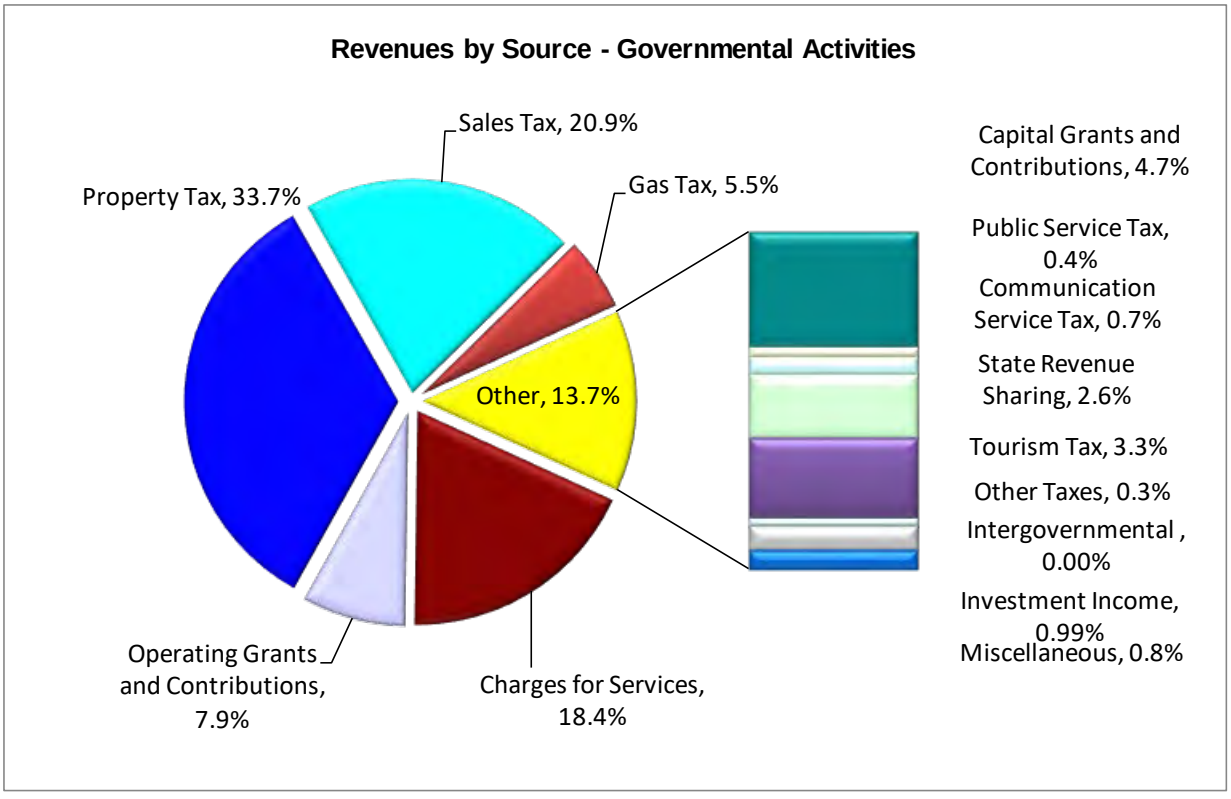
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 69,238,619	21.1%	$ 16,793,572	15.7%	$ (52,445,047)
Public Safety	154,064,788	46.9%	26,068,240	24.4%	(127,996,548)
Physical Environment	5,831,178	1.8%	23,480,447	22.0%	17,649,269
Transportation	49,238,724	15.0%	19,690,229	18.5%	(29,548,495)
Economic Environment	15,180,258	4.6%	5,367,532	5.0%	(9,812,726)
Human Services	3,010,649	0.9%	244,457	0.2%	(2,766,192)
Culture/Recreation	14,177,104	4.3%	798,572	0.7%	(13,378,532)
Court-Related	11,425,911	3.5%	14,187,530	13.3%	2,761,619
Interest on Long-term Debt	6,491,650	2.0%	-	-	(6,491,650)
	$ 328,658,881	100.0%	$ 106,630,579	100.0%	$ (222,028,302)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	63,382,906	18.4%
Operating Grants & Contributions		27,144,536	7.9%
Capital Grants & Contributions		16,103,137	4.7%
Property Tax		116,324,876	33.7%
Sales Tax		72,004,273	20.9%
Public Service Tax		1,342,264	0.4%
Communication Service Tax		2,467,752	0.7%
Gas Tax		18,889,548	5.5%
State Revenue Sharing		8,883,539	2.6%
Tourist Development Tax		11,361,080	3.3%
Other Taxes		1,038,715	0.3%
Intergovernmental Revenues		5,127	0.00%
Investment Income		3,420,778	0.99%
Miscellaneous		2,645,004	0.8%
	$	345,013,535	100.0%



Business-type Activities

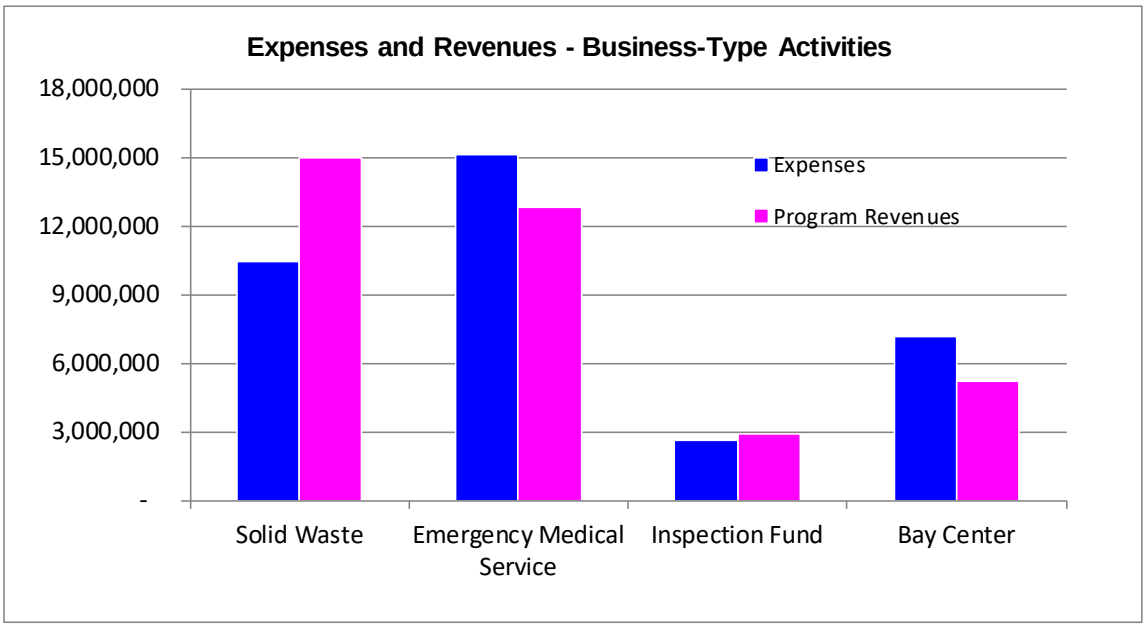
Business-type activities decreased the County's net position by $1,682,853, a 2.3% decline from the prior fiscal year, for an ending balance of $73,290,118. Charges for services contributed 99.65% of the total program revenues for the County's business-type activities. The EMS fund was primarily responsible for the overall decrease in net position. The net position decrease for the EMS Fund was primarily due to increased personal services. EMS added staff for two ambulance crews and an active hurricane season caused increased overtime. The Bay Center expenses exceeded program revenues by $1.9 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.3 million. The Bay Center's revenue and expense increased from the prior fiscal year. This combination was not sufficient to cover operating costs and required maintenance.

Expenses and Program Revenues – Business-type Activities

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 10,442,647	29.6%	$ 14,998,140	41.8%	$ 4,555,493
Emergency Medical Service	15,098,620	42.8%	12,781,865	35.6%	(2,316,755)
Inspection Fund	2,593,786	7.4%	2,890,153	8.1%	296,367
Bay Center	7,153,591	20.3%	5,216,318	14.5%	(1,937,273)
	$ 35,288,644	100.0%	$ 35,886,476	100.0%	$ 597,832

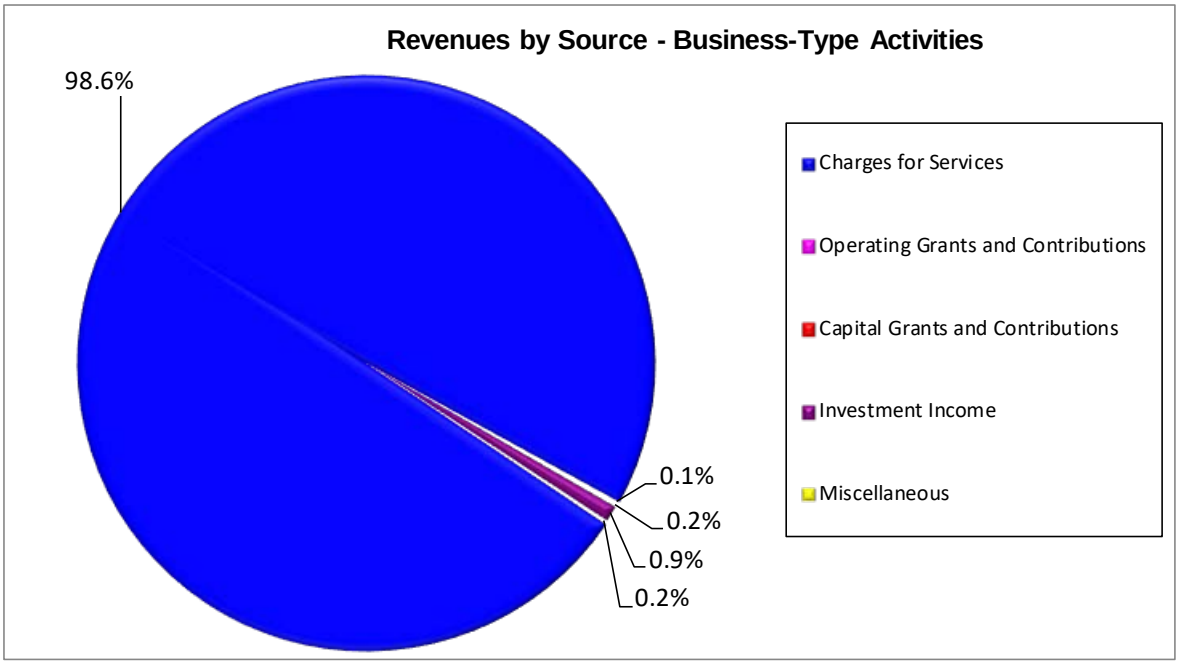
% Revenue over Expenses

Solid Waste	43.6%
Emergency Medical Service	-15.3%
Inspection Fund	11.4%
Bay Center	-27.1%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 35,761,987	98.6%
Operating Grants and Contributions	34,429	0.1%
Capital Grants and Contributions	90,060	0.2%
Investment Income	321,507	0.9%
Miscellaneous	75,356	0.2%
	$ 36,283,339	100.0%



Financial Analysis of the County's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

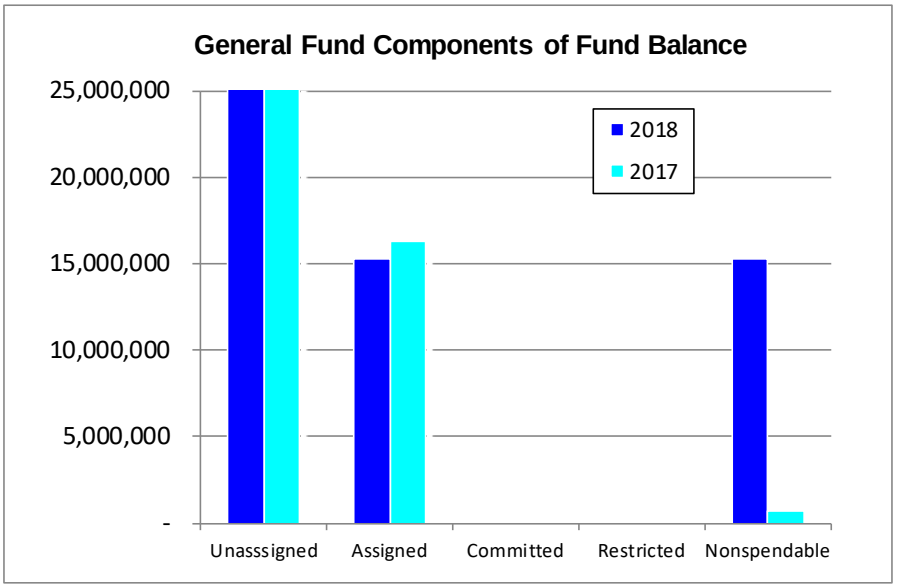
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not been limited to use for a particular purpose by either an external party, the County itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the County's Board of County Commissioners.

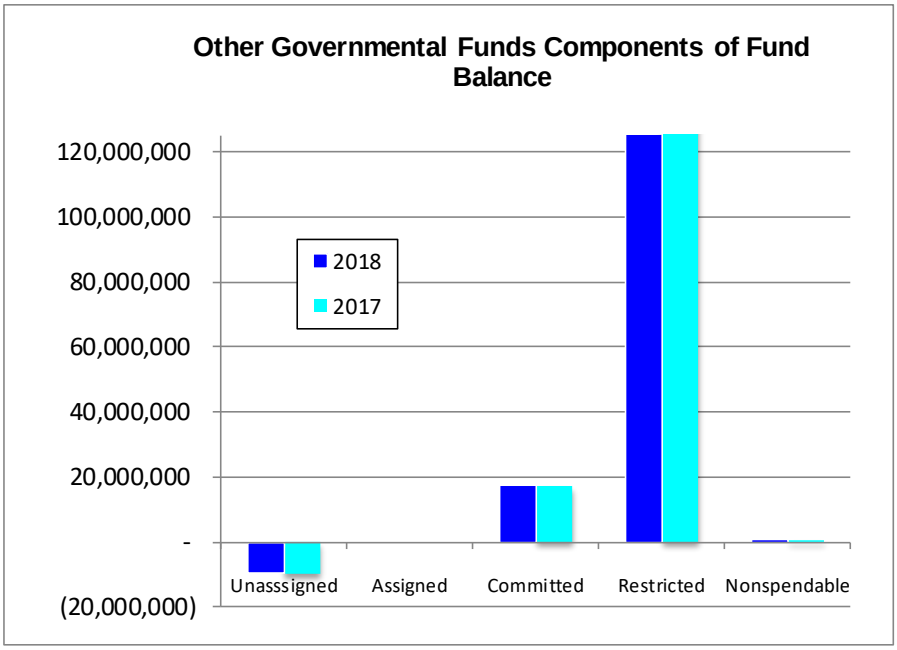
At the end of fiscal year 2018, the County's governmental funds reported combined fund balances of $298,200,807, a decrease of $1,575,752 in comparison with the prior year. Approximately 8% of this

amount, $24,644,099 constitutes *unassigned fund balance*, which is available for spending at the County's discretion. The remainder of the fund balance is either nonspendable, restricted, committed or assigned. *Restricted* fund balances of $239,658,559 represent amounts that can only be spent for specific purposes as stipulated by external resource providers either constitutionally or through enabling legislation such as Florida Statutes, laws and regulations or grantors. *Committed fund balances* of $17,376,664 represent amounts committed by County ordinance, whereas *assigned fund balances* of $15,267,834 consists of funds budgeted in the subsequent year to balance the 2018 budget. *Nonspendable fund balances* are not available for spending because they are not in spendable form, or are legally required to be maintained intact. The ending *nonspendable fund balances* consists of $1,253,651 for inventories.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year unassigned fund balance of the General Fund was $34,189,735 while total fund balance increased to $50,211,158. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 20.1% of the total General Fund expenditures, while total fund balance represents 29.5% of that same amount.

The following graphs represent the components of fund balance in the General Fund, and the components of fund balance in the other governmental funds:



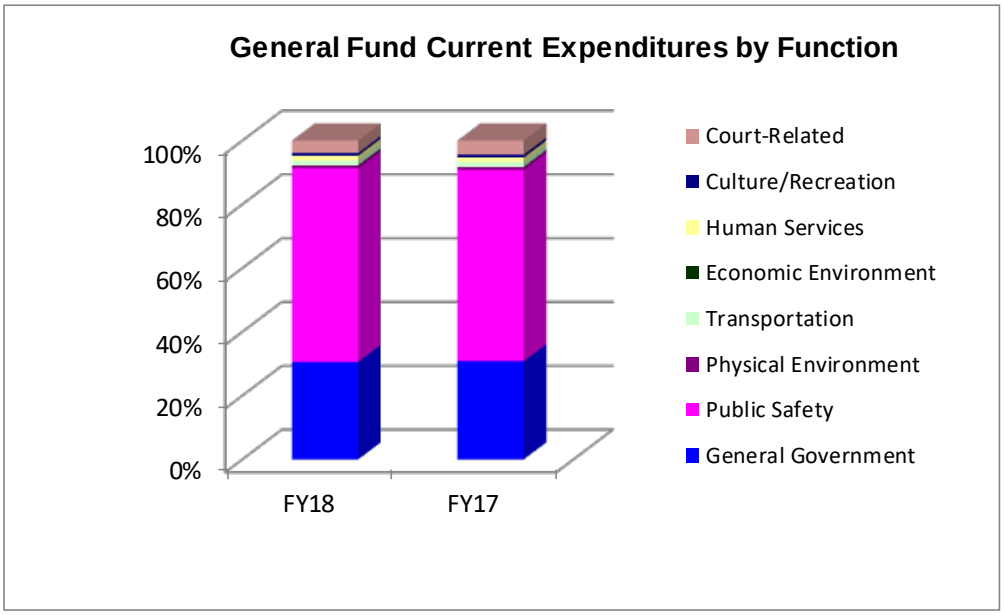


The increase in fund balance of the County's General Fund was $3,070,833 during the current fiscal year, a change from prior year increase of $3,208,977. Key factors in this are as follows:

- An overall increase in revenues and transfers in over fiscal year 2017 was primarily attributable to property taxes increases due to a higher certified property values and increased collections of current year taxes. Sales tax and tourist development tax also increased due to efforts to stimulate the economy. Local half cent sales tax and state revenue sharing increased intergovernmental revenue. Transfers in increased primarily due to cost reimbursements for various programs.

- An increase in expenditures and decrease in transfers out over fiscal year 2017 for public safety is primarily the result of increased detention personnel and operating expenditures, in addition to a reduction transfers for the road prison. Physical environment increases were attributable to increased personnel and operating expenditures for environmental quality and extension services. Transportation expenditures decreased due to a reduced need for replacement equipment.

The following graph displays the General Fund's current expenditures by function for FY18 and FY17 (it does not include debt service or other financing uses).



The Disaster Recovery Fund was established to account for the costs and related funding assistance from state and federal sources for hurricane or other major disaster events. The negative fund balance of $9,545,636 represents expenditures for the April 2014 flood event that the County believes will ultimately be reimbursed by federal or state sources. An advance from the LOST Fund provided the initial resources to pay for these costs and the advance will be paid off as these outstanding reimbursement claims are resolved. Should the County be denied reimbursement for these claims, the County will have to use resources from other funds to pay off the LOST advance and fund deficit. In 2018, the County collected approximately $910 thousand from federal sources and incurred an additional $655 thousand in disaster costs.

The Mass Transit Authority Fund was established to account for the cost of operations of the Escambia County Area Transit Authority. On October 1, 2017 the County took operations in house, on February 15, 2018, Ordinance 2018-8 re-established the Fund as a Dependent Special District of Escambia County. Sources of revenue are operating grants, local option fuel tax, passengers and user fees, contributions from the University of West Florida, Santa Rosa Island Authority. At the end of fiscal year 2018 restricted fund balance was $2,004,882 and this represents 16% of the fund's total expenditures and transfers out. The fund balance increased $1,329,498, and was primarily due to increased grant revenues and increased user fees, in addition to savings on operating cost.

The Capital Project fund of the Mass Transit Authority is the Mass Transit Authority FTA-Capital Fund which was established to account for the revenue received from FTA and FDOT Grants and the costs associated with various mass transit capital projects. At the end of fiscal year 2018 fund balance was $322,611 this

represents 44% of expenditures and transfers out. The fund balance increased $1,730 and was primarily due to transfers in and investment earnings.

The CRA Fund was established to account for the operations of the community redevelopment initiative. There are eight established redevelopment districts which are funded by tax increment financing (TIF) portions of property taxes for each respective district. At the end of fiscal year 2018 restricted fund balance was $3,262,962 and this represents 183% of the fund's total expenditures and transfers out. The fund balance increased $198,926. While the TIF funding remained at 75%, the rate remained constant primarily due to more projects expenditures within the TIF districts in order to expedite cleaner, safer neighborhoods and increase property values.

The restricted components of the fund balance of the CRA are comprised of the following:

	2018	2017
Warrington CRA	$ 1,180,210	$ 1,169,628
Brownsville CRA	306,755	374,515
Englewood CRA	228,332	174,496
Ensley CRA	24,245	-
Atwood CRA	5,087	-
Palafox CRA	1,058,387	868,491
Barrancas CRA	366,135	329,106
Cantonment CRA	66,821	42,001
Neighborhood	26,990	105,799
	$ 3,262,962	$ 3,064,036

The Series 2017 Capital Projects Fund was established to account for the revenues associated with the Sales Tax Revenue Bonds, Series 2017 issued during FY2017; and to account for the expenditures associated with the planning, design and construction of the new Escambia County Jail Facility. Additional revenues funding this project will be Local Option Sales Tax, Insurance proceeds and Grant Revenue. Revenues and other financing sources exceeded expenditures by $4,846,788 for a fund balance of $85,703,817. At the end of fiscal year 2018 restricted fund balance was $85,703,817, an increase of 5.7% over the prior year. The fund balance increase was mainly attributable to FEMA grants, and other financing sources from the current year consisted of transfers from the Local Option Sales Tax Fund.

The Local Option Sales Tax Fund's primary revenue is a 1% local option sales tax imposed by Escambia County, which was restricted by voter referendum primarily for capital projects and public safety expenditures. At the end of the current fiscal year, restricted fund balance was $115,788,189 or 180% of the fund's total expenditures and transfers out. While local option sales tax revenue includes an 8.2% increase in the sales tax revenue, driven by improvements in the local economy; Fund balance decreased by $9,003,229. This was primarily a result of increased capital expenditure of $10,941,886 or 31% over the prior year for infrastructure, transportation and drainage projects. Even though the revenue source is stable and predictable, the planning, budgeting, and execution of large projects results in variances from year to year in the amount of actual expenditure for projects.

Proprietary funds

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The Solid Waste and the Emergency Medical Service Funds are reported as major enterprise funds. The Inspection and Bay Center Funds are reported as non-major enterprise funds. As previously discussed, the internal service fund is combined with governmental funds to arrive at governmental activities.

Unrestricted net position of proprietary funds at the end of the year amounted to:

	2018	2017
Solid Waste	$ 17,803,387	$ 15,607,632
Emergency Medical Service	2,395,334	7,785,244
Inspection	2,139,144	1,736,853
Bay Center	144,515	108,094
	$ 22,482,380	$ 25,237,823

Unrestricted net position for proprietary funds decreased $2,755,443 which is a 12.26% decrease from the prior fiscal year. The total change in net position for proprietary funds for the Solid Waste, Emergency Medical Services, Inspection and Bay Center funds was $4,434,986, ($5,869,095), $373,946 and ($622,690) respectively. Solid Waste increases are due to franchise fees, and dumping fees attributable to increased tonnage from debris, construction and demolition waste. The Emergency Medical Services decrease was attributable to increased personnel cost and transfers out.

General Fund Budgetary Highlights

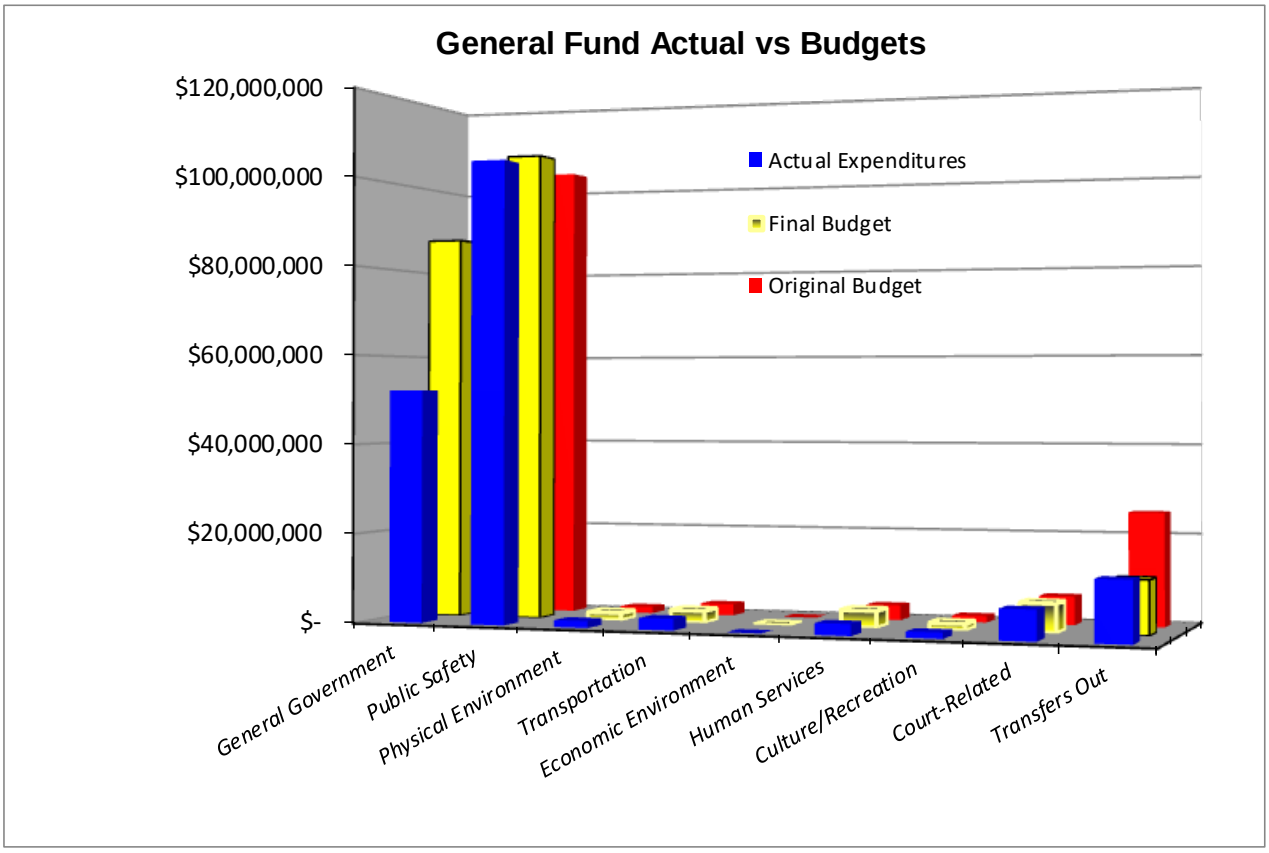
The General Fund's original budget was decreased by $6,412,955, to arrive at the final amended budget for expenditures and transfers out. During the year there was a need to make an amendment to reallocate appropriations among departments when the prior year fund balances were finalized and purchase commitments were approved for re-budgeting. Generally the movement between departments was not significant. The largest change was to general government, contingency reserves and transfers out for road prison. The changes within functions are summarized in the following table.

	Original Budget	**Final Budget**	**Change**
General Government	$ 83,158,856	$ 86,874,113	$ 3,715,257
Public Safety	103,464,371	105,969,834	2,505,463
Physical Environment	1,423,290	1,634,608	211,318
Transportation	2,588,309	2,636,517	48,208
Economic Environment	-	-	-
Human Services	3,324,331	3,699,658	375,327
Culture/Recreation	1,419,364	1,432,761	13,397
Court-Related	6,293,202	6,293,202	-
Transfers Out	25,171,154	11,889,229	(13,281,925)
	$ 226,842,877	$ 220,429,922	$ (6,412,955)

The General Fund under spent the final budget by $37,066,336 or 16.82% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 52,038,865	$ 86,874,113	$ 34,835,248	40.1%
Public Safety	103,301,919	105,969,834	2,667,915	2.5%
Physical Environment	1,524,026	1,634,608	110,582	6.8%
Transportation	2,555,789	2,636,517	80,728	3.1%
Economic Environment	-	-	-	
Human Services	2,578,329	3,699,658	1,121,329	30.3%
Culture/Recreation	1,353,460	1,432,761	79,301	5.5%
Court-Related	6,681,145	6,293,202	(387,943)	-6.2%
Transfers Out	13,330,053	11,889,229	(1,440,824)	-12.1%
	$ 183,363,586	$ 220,429,922	$ 37,066,336	16.8%

General Fund actual expenditures were less than anticipated expenditures by $37,066,336. Of this amount $15.27 million for purchase commitments was re-budgeted and assigned to the subsequent year budget. A review of actual expenditures compared to appropriations in the final budget yields no significant variances with the exception of an overall reduction of $1.6 million in salary and $4.5 million in operating. The majority of transfers out are offset by the elimination of budgeted General Fund transfers in, so they are not an actual budgeted expenditure. Transfers out increases were attributable to debt service and public safety programs. Cost and fuel allocation in the amount of $3.3 million in general government are budgeted, but eliminated expenditures. The remainder of unspent budget is primarily due to unspent budgeted contingency and reserves.



Capital Asset and Debt Administration

Capital assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2018 amounts to $629,312,656 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, improvements other than buildings (including leasehold improvements), equipment, software, infrastructure, and construction in progress. The total increase in the County's investment in capital assets for the current fiscal year was 4.1%.

Major capital asset events during the current fiscal year included the following:

- Building projects continued with improvements to various community centers, the purchase of a new building for the Supervisor of Elections, a 4-H Multipurpose Livestock Facility and ticket booths for the Ferry Landings.
- Planning and construction progressed on the new Jail Facility.
- Ongoing transportation infrastructure projects include Navy Boulevard Project, Olive Road Corridor, IIDC Water System Upgrade, Quietwater Beach Ferry Landing, and the OLF-X Property Design and Improvements.
- Net construction in progress (CIP) increased to $34,264,008 primarily due to improvements to transportation infrastructure consisting of more than 85 projects for roads, drainage, and bridge renovations.
- The net increase of $3.9 million in land includes OLF-X Land improvements, Navy Boulevard Project, Delano Project, Kingsfield Road to 297A Project, and Block Westgate Project.
- Equipment purchases include the purchase of County vehicles, road construction equipment, trucks, library vans, and ECAT bus engine replacements.
- Software purchases increased $83 thousand and included the purchase of misdemeanor case management software as well as annual subscription purchases in lieu of software purchases.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Land	$ 64,511,375	$ 60,615,067	$ 5,793,269	$ 5,793,269	$ 70,304,644	$ 66,408,336
Construction in Progress	34,264,008	19,585,718	4,968,712	5,214,972	39,232,720	24,800,690
Equipment	144,485,045	139,051,028	27,562,219	27,482,200	172,047,264	166,533,228
Buildings and Improvements	235,774,341	233,745,208	37,341,150	37,292,723	273,115,491	271,037,931
Software	8,780,878	8,698,164	176,255	176,255	8,957,133	8,874,419
Infrastructure	867,220,907	825,604,696	49,657,042	45,177,511	916,877,949	870,782,207
	1,355,036,554	1,287,299,881	125,498,647	121,136,930	1,480,535,201	1,408,436,811
Less: Accumulated Depreciation	(776,531,636)	(732,224,709)	(74,690,909)	(71,401,782)	(851,222,545)	(803,626,491)
Capital Assets, net	$ 578,504,918	$ 555,075,172	$ 50,807,738	$ 49,735,148	$ 629,312,656	$ 604,810,320

Additional information on the County's capital assets, including major construction commitments, can be found in Note 3 of this report.

Long-term debt

At the end of the current fiscal year, the County had total notes and bonded debt outstanding of $166,029,000. Of this amount, $26,269,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $139,760,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax and tourist development taxes). The unamortized bond issue premium for the Series 2017 Sales Tax Revenue Bond is $10,228,121.

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2018	2017
Revenue Bonds	$ 115,545,000	$ 118,395,000
Revenue Notes	50,484,000	55,658,000
	$ 166,029,000	$ 174,053,000
Unamortized Bond Issue Premium	10,228,121	10,593,411
	$ 176,257,121	$ 184,646,411

The County's outstanding debt; including the unamortized bond issue premium; had a net decrease of $8,389,290 or 4.54% during fiscal year 2018. Decreases were attributable to normal debt service principal reductions for revenue notes and revenue bonds.

Additional information on the County's debt, including any major changes to the County's credit ratings, can be found in Note 6 of this report.

There is no outstanding debt for Business-type activities.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect Escambia County and were considered in developing the 2018-2019 fiscal year budget.

- The annual average unemployment rate for the County for 2018 was 3.0%. The average adjusted rate for 2017 was 4.0%. This represents a decrease of 1% from the prior year unemployment rate.
- The taxable assessed value increased 7.2% in the 2018 fiscal year.
- Population remained at 313,512 at September 30, 2018, a decrease from at September 30, 2016.

During the current fiscal year, unassigned fund balance in the General Fund increased to $34,189,735. The County has budgeted $217,798,895 for spending in the 2019 fiscal year budget, and assigned $15,267,834 of the ending 2018 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2019 fiscal year budget.

In an effort to help stimulate job creation and the economy the County continues to work with the Greater Pensacola Chamber of Commerce and the City of Pensacola to recruit new industry to the area and stimulate job growth.

Requests for information

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the Escambia County Clerk of the Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502; 850-595-4825. This report is also available at the following web address: http://www.escambiaclerk.com.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
September 30, 2018

	Governmental Activities	Business-type Activities	Total	Component Units
ASSETS				
Cash and Cash Equivalents	$ 165,694,888	$ 25,460,014	$ 191,154,902	$ 6,682,733
Investments	137,220,185	21,903,921	159,124,106	530,058
Accounts Receivable, Net	3,619,980	9,788,556	13,408,536	321,824
Accrued Interest Receivable	769,933	-	769,933	-
Due from Other Governments	18,968,338	-	18,968,338	98,621
Internal Balances	-	-	-	-
Inventories	1,627,315	357,936	1,985,251	-
Assets Held for Investment	670,200	-	670,200	-
Prepaid Items	-	-	-	14,248
Other Assets	20,353,636	-	20,353,636	-
Capital Assets Not Being Depreciated	98,775,383	10,761,981	109,537,364	-
Capital Assets Net of Accumulated Depreciation	479,729,535	40,045,757	519,775,292	592,680
Total Assets	927,429,393	108,318,165	1,035,747,558	8,240,164
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	2,028,260	-	2,028,260	-
Pension Costs and Subsequent Contributions	82,639,370	7,356,492	89,995,862	304,465
OPEB Costs and Subsequent Contributions	1,011,959	60,345	1,072,304	-
Total deferred outflow of resources	85,679,589	7,416,837	93,096,426	304,465
LIABILITIES				
Accounts Payable	14,898,559	2,284,365	17,182,924	433,158
Contracts Payable	2,455,353	229,931	2,685,284	-
Accrued Liabilities	9,039,093	687,474	9,726,567	49,959
Compensated Absences Payable	-	136,150	136,150	-
Due to Other Governments	3,831,419	47,540	3,878,959	1,343,080
Deposits	383,760	15,005	398,765	-
Unearned Revenue	607,058	-	607,058	27,387
Other Current Liabilities	446,568	1,704,922	2,151,490	-
Escrow Deposits - restricted	-	149,333	149,333	-
Noncurrent Liabilities:				
Due Within One Year	14,212,064	74,693	14,286,757	-
Due in More Than One Year	402,529,588	34,895,426	437,425,014	3,506,499
Total Liabilities	448,403,462	40,224,839	488,628,301	5,360,083
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	1,094,147	-	1,094,147	644,474
Pension Costs	25,959,831	2,181,136	28,140,967	526,357
OPEB Costs	599,249	38,909	638,158	-
Total deferred inflow of resources	27,653,227	2,220,045	29,873,272	1,170,831
NET POSITION				
Net Investment in Capital Assets	482,495,767	50,807,738	533,303,505	592,680
Restricted for:				
Debt Service	1,570,981	-	1,570,981	-
Capital	123,594,907	-	123,594,907	1,137,024
Law Enforcement	6,042,263	-	6,042,263	-
Fire and Rescue	2,459,543	-	2,459,543	-
Economic & Community	9,952,535	-	9,952,535	-
Transportation	3,528,193	-	3,528,193	-
Other Purposes	15,088,431	-	15,088,431	-
Unrestricted	(107,680,327)	22,482,380	(85,197,947)	285,559
Total Net Position	$ 537,052,293	$ 73,290,118	$ 610,342,411	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 69,238,619	$ 5,550,974	$ 11,182,598	$ 60,000
Public Safety	154,064,788	21,537,758	1,980,250	2,550,232
Physical Environment	5,831,178	16,896,585	593,379	5,990,483
Transportation	49,238,724	6,747,007	7,045,672	5,897,550
Economic Environment	15,180,258	766,049	3,915,290	686,193
Human Services	3,010,649	-	244,457	-
Culture/Recreation	14,177,104	435,546	363,026	-
Court-Related	11,425,911	11,448,987	1,819,864	918,679
Interest on Long-Term Debt	6,491,650	-	-	-
Total Governmental Activities	328,658,881	63,382,906	27,144,536	16,103,137
Business-type Activities:				
Solid Waste	10,442,647	14,998,140	-	-
Emergency Medical Services	15,098,620	12,773,020	-	8,845
Inspection Fund	2,593,786	2,890,153	-	-
Bay Center	7,153,591	5,100,674	34,429	81,215
Total Business-type Activities	35,288,644	35,761,987	34,429	90,060
Total Primary Government	$ 363,947,525	$ 99,144,893	$ 27,178,965	$ 16,193,197
Component Units:				
Escambia County Law Library	$ 87,427	$ 88,311	$ -	$ -
Santa Rosa Island Authority	3,716,294	4,735,295	-	414,660
Total Component Units	$ 3,803,721	$ 4,823,606	$ -	$ 414,660
General Revenues:				
Property Tax				
Sales Tax				
Public Service Tax				
Communication Service Tax				
Gas Tax				
Unrestricted State Revenue Sharing				
Tourist Development Tax				
Other Taxes				
Unrestricted Intergovernmental Revenues				
Investment Income				
Miscellaneous				
Transfers In (Out)				
Total General Revenues and Transfers				
Change in Net Position				
Beginning Net Position, As Restated				
Ending Net Position				

The notes to the financial statements are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Total	Component Units
$ (52,445,047)	$ -	$ (52,445,047)	
(127,996,548)	-	(127,996,548)	
17,649,269	-	17,649,269	
(29,548,495)	-	(29,548,495)	
(9,812,726)	-	(9,812,726)	
(2,766,192)	-	(2,766,192)	
(13,378,532)	-	(13,378,532)	
2,761,619	-	2,761,619	
(6,491,650)	-	(6,491,650)	
(222,028,302)	-	(222,028,302)	
-	4,555,493	4,555,493	
-	(2,316,755)	(2,316,755)	
-	296,367	296,367	
-	(1,937,273)	(1,937,273)	
-	597,832	597,832	
(222,028,302)	597,832	(221,430,470)	
			$ 884
			1,433,661
			1,434,545
116,324,876	-	116,324,876	-
72,004,273	-	72,004,273	-
1,342,264	-	1,342,264	-
2,467,752	-	2,467,752	-
18,889,548	-	18,889,548	-
8,883,539	-	8,883,539	-
11,361,080	-	11,361,080	-
1,038,715	-	1,038,715	-
5,127	-	5,127	-
3,420,778	321,507	3,742,285	13,690
2,645,004	75,356	2,720,360	82,698
2,677,548	(2,677,548)	-	-
241,060,504	(2,280,685)	238,779,819	96,388
19,032,202	(1,682,853)	17,349,349	1,530,933
518,020,091	74,972,971	592,993,062	484,330
$ 537,052,293	$ 73,290,118	$ 610,342,411	$ 2,015,263

ESCAMBIA COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2018

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
ASSETS				
Cash and Cash Equivalents	$ 32,102,914	$ 1,874,659	$ 767,102	$ 1,740,612
Investments	22,314,502	1,710,355	700,355	1,589,160
Accounts Receivable	1,287,569	250,877	-	-
Accrued Interest Receivable	769,933	-	-	-
Due from Other Funds	2,245,530	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	3,327,633	879,940		-
Inventories	753,589	172,964	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,249,887	-	-	-
Total Assets	$ 66,051,557	$ 4,888,795	$ 1,467,457	$ 3,329,772
LIABILITIES				
Accounts Payable	$ 2,340,735	$ 563,121	$ 19,660	$ 43,469
Contracts Payable	31,716	-	-	150
Accrued Liabilities	6,733,863	318,750	-	22,633
Due to Other Funds	462,790	2,000,000	-	-
Advances Payable to Other Funds	-	-	10,993,433	-
Due to Other Governments	2,197,996	2,042	-	558
Deposits	215,546	-	-	-
Unearned Revenue	173,729	-	-	-
Other Current Liabilities	446,568	-	-	-
Total Liabilities	12,602,943	2,883,913	11,013,093	66,810
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,237,456	-	-	-
Total Deferred Inflow of Resources	3,237,456	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	753,589	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	-	3,262,962
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	2,004,882	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvemen	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	15,267,834	-	-	-
Unassigned	34,189,735	-	(9,545,636)	-
Total Fund Balances	50,211,158	2,004,882	(9,545,636)	3,262,962
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 66,051,557	$ 4,888,795	$ 1,467,457	$ 3,329,772

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 46,669,816	$ 172,665	$ 41,717,227	$ 31,674,033	$ 156,719,028
42,608,983	157,641	38,087,328	22,578,772	129,747,096
-	-	680,285	833,650	3,052,381
-	-	-	-	769,933
-	-	-	188,189	2,433,719
-	-	13,745,005	-	13,745,005
-	50,556	9,506,024	4,978,881	18,743,034
-	-	-	327,098	1,253,651
-	-	-	670,200	670,200
-	-	17,103,749	-	20,353,636
$ 89,278,799	$ 380,862	$ 120,839,618	$ 61,250,823	$ 347,487,683
$ 2,868,707	$ 42,345	$ 3,234,514	$ 3,212,085	$ 12,324,636
706,275	-	1,442,395	274,817	2,455,353
-	-	86,769	1,826,568	8,988,583
-	-	234,153	571,894	3,268,837
-	-	-	2,751,572	13,745,005
-	-	52,603	1,576,421	3,829,620
-	-	995	167,219	383,760
-	15,906	-	417,423	607,058
-	-	-	-	446,568
3,574,982	58,251	5,051,429	10,797,999	46,049,420
-	-	-	-	3,237,456
-	-	-	-	3,237,456
-	-	-	327,098	1,080,687
-	-	-	3,680,293	3,680,293
-	-	-	298,814	298,814
-	-	17,103,749	1,570,981	18,674,730
-	-	17,368,228	398,000	21,029,190
-	-	-	2,459,543	2,459,543
-	-	-	43,616	43,616
-	-	-	3,150,763	3,150,763
85,703,817	-	-	-	85,703,817
-	-	-	256,381	256,381
-	-	-	3,555,141	3,555,141
-	322,611	-	-	2,327,493
-	-	-	2,337,177	2,337,177
-	-	-	2,467,132	2,467,132
-	-	-	973,359	973,359
-	-	-	5,989,582	5,989,582
-	-	-	4,368,890	4,368,890
-	-	81,316,212	688,223	82,004,435
-	-	-	511,167	511,167
-	-	-	1,703,613	1,703,613
-	-	-	10,025,242	10,025,242
-	-	-	1,233,684	1,233,684
-	-	-	4,414,125	4,414,125
-	-	-	-	15,267,834
-	-	-	-	24,644,099
85,703,817	322,611	115,788,189	50,452,824	298,200,807
$ 89,278,799	$ 380,862	$ 120,839,618	$ 61,250,823	$ 347,487,683

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS

TO THE STATEMENT OF NET POSITION

as of September 30, 2018

Total fund balances of governmental funds			$ 298,200,807
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and therefore, are not reported in governmental funds. The cost of assets is $1,353,418,254 Accumulated depreciation and amortization is $775,508,072. The difference does not include the net capital assets of the internal service funds $594,736 which are included below.			577,910,182
The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets, liabilities, outflows/inflows of the internal service fund are included in activities in the Statement of Net Position.			4,920,293
At the governmental fund level, certain other long term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.			2,143,309
Deferred inflows and outflow of resources related to debt:			
Deferred charge on refunding (to be amortized as interest expense)			2,028,260
Deferred outflows and inflows of resources related to pensions and other post employment benefits (OPEB) are applicable to future periods and not reported in governmental funds. The difference does not include certain amounts from the internal service fund which is included above.			
Deferred outflows of resources - Pensions	82,326,796		
Deferred inflows of resources - Pensions	(25,866,036)		
Deferred outflows of resources - OPEB	1,006,131		
Deferred inflows of resources - OPEB	(595,491)		
			56,871,400
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities --both current and long-term--are reported in the Statement of Net Position. The difference does not include the internal service funds $11,136,341 which is included above. Long-term liabilities at year-end consist of:			
Bonds payable	115,545,000		
Notes payable	50,484,000		
Bond issuance premiums	10,228,121		
Pollution remediation	180,000		
Compensated absences	26,089,906		
Other post employment benefits	19,298,850		
Net pension liability proportionate share	183,196,081		
			(405,021,958)
Total net position of governmental activities			$ 537,052,293

The notes to the financial statements are an integral part of the financial statements.


ESCAMBIA COUNTY
FLORIDA

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES				
Taxes	$111,760,143	$ 4,859,270	$ -	$ 1,944,005
Permits and Fees	-	-	-	-
Franchise Fees	13,467,002	-	-	-
Special Assessments	885,584	-	-	-
Intergovernmental Revenues	35,870,493	7,507,130	910,462	-
Charges for Services	11,522,675	1,413,522	-	-
Judgments and Fines	1,622,049	-	-	-
Investment Income	900,660	3,224	19,043	21,544
Miscellaneous Revenues	2,983,417	9,991	-	117
Total Revenues	179,012,023	13,793,137	929,505	1,965,666
EXPENDITURES				
Current:				
General Government	52,038,865	-	-	1,784,240
Public Safety	103,301,919	-	654,678	-
Physical Environment	1,524,026	-	-	-
Transportation	2,555,789	12,439,802	-	-
Economic Environment	-	-	-	-
Human Services	2,578,329	-	-	-
Culture/Recreation	1,353,460	-	-	-
Court-Related	6,681,145	-	-	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	170,033,533	12,439,802	654,678	1,784,240
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,978,490	1,353,335	274,827	181,426
OTHER FINANCING SOURCES (USES)				
Transfers In	7,422,396	-	-	17,500
Transfers (Out)	(13,330,053)	(23,837)	-	-
Total Other Financing Sources and (Uses)	(5,907,657)	(23,837)	-	17,500
Net Change in Fund Balances	3,070,833	1,329,498	274,827	198,926
Fund Balances - Beginning	47,140,325	675,384	(9,820,463)	3,064,036
Fund Balances - Ending	$ 50,211,158	$ 2,004,882	$(9,545,636)	$ 3,262,962

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 46,083,486	$ 26,135,289	$ 190,782,193
-	-	-	381,468	381,468
-	-	-	1,994,081	15,461,083
-	-	-	17,858,900	18,744,484
11,061,535	710,360	7,971,706	19,704,459	83,736,145
-	-	182,632	10,789,470	23,908,299
-	-	-	754,418	2,376,467
1,092,164	1,875	907,227	390,821	3,336,558
-	-	99,154	2,701,521	5,794,200
12,153,699	712,235	55,244,205	80,710,427	344,520,897
-	-	809,946	2,657,731	57,290,782
31,520	-	-	32,224,506	136,212,623
-	-	2,900	6,958,649	8,485,575
-	275,502	1,301,576	17,129,421	33,702,090
-	-	1,005,000	13,954,354	14,959,354
-	-	124,290	90,774	2,793,393
-	-	1,409,210	6,458,284	9,220,954
-	-	-	4,498,751	11,179,896
-	-	-	8,024,000	8,024,000
-	-	-	6,706,430	6,706,430
13,449,652	458,840	46,294,967	-	60,203,459
13,481,172	734,342	50,947,889	98,702,900	348,778,556
(1,327,473)	(22,107)	4,296,316	(17,992,473)	(4,257,659)
6,174,261	23,837	-	23,211,105	36,849,099
-	-	(13,299,545)	(7,513,757)	(34,167,192)
6,174,261	23,837	(13,299,545)	15,697,348	2,681,907
4,846,788	1,730	(9,003,229)	(2,295,125)	(1,575,752)
80,857,029	320,881	124,791,418	52,747,949	299,776,559
$ 85,703,817	$ 322,611	$ 115,788,189	$ 50,452,824	$ 298,200,807

ESCAMBIA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		$ (1,575,752)
Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital additions ($70,792,780) exceeds depreciation ($47,118,955) in the current period. Total capital additions consist of capital expenditures of $69,913,434 and non-cash contributions of $879,346 for donated roads.		23,673,825
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(73,230)
The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:		
Principal repayments	8,024,000	
Amortization of deferred charge on refunding	(150,510)	
Amortization of interest expense on bond premium	365,290	
		8,238,780

Continued

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued

For the Year Ended September 30, 2018

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:		
Changes in compensated absences	(239,372)	
Changes in other post employment benefits	(29,069)	
Changes in pollution remediation	(25,000)	
		(293,441)
Governmental funds report County pension contributions as expenditures. In the statement of activities, the cost of the pension benefits earned net of contributions is reported as pension expense.		
Difference between pension contribution and net pension expense		(12,242,791)
Governmental funds report other post employment benefit contributions as expenditures. However, in the statement of activities, the actuarial cost of benefits earned net of employee contributions is reported as an expense.		410,640
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the capital assets sold/disposed.		(185,487)
The internal service fund is used by management to charge the costs of risk management and other services to other funds. The net income of the internal service fund is reported with governmental activities.		1,079,658
Change in net position of governmental activities:		$ 19,032,202

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
GENERAL FUND - COUNTY WIDE
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 111,516,682	$ 111,516,682	$ 111,760,143	$ 243,461
Franchise Fees	12,160,428	12,160,428	13,467,002	1,306,574
Special Assessments	854,766	854,766	885,584	30,818
Intergovernmental Revenues	29,140,451	29,160,833	35,870,493	6,709,660
Charges for Services	10,813,956	10,821,036	11,522,675	701,639
Judgments and Fines	1,515,000	1,515,000	1,622,049	107,049
Investment Income	180,130	180,130	900,660	720,530
Miscellaneous Revenues	1,950,968	2,929,756	2,983,417	53,661
Total Revenues	168,132,381	169,138,631	179,012,023	9,873,392
EXPENDITURES				
Current:				
General Government	83,158,856	86,874,113	52,038,865	34,835,248
Public Safety	103,464,371	105,969,834	103,301,919	2,667,915
Physical Environment	1,423,290	1,634,608	1,524,026	110,582
Transportation	2,588,309	2,636,517	2,555,789	80,728
Human Services	3,324,331	3,699,658	2,578,329	1,121,329
Culture/Recreation	1,419,364	1,432,761	1,353,460	79,301
Court-Related	6,293,202	6,293,202	6,681,145	(387,943)
Total Expenditures	201,671,723	208,540,693	170,033,533	38,507,160
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,539,342)	(39,402,062)	8,978,490	48,380,552
OTHER FINANCING SOURCES (USES)				
Transfers In	15,269,334	2,485,054	7,422,396	4,937,342
Transfers (Out)	(25,171,154)	(11,889,229)	(13,330,053)	(1,440,824)
Total Other Financing Sources and (Uses)	(9,901,820)	(9,404,175)	(5,907,657)	3,496,518
Net Change in Fund Balance	(43,441,162)	(48,806,237)	3,070,833	51,877,070
Fund Balance - Beginning	43,441,162	48,806,237	47,140,325	(1,665,912)
Fund Balance - Ending	$ -	$ -	$ 50,211,158	$ 50,211,158

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

MASS TRANSIT AUTHORITY FUND

For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 4,512,500	$ 4,512,500	$ 4,859,270	$ 346,770
Intergovernmental Revenues	6,836,640	7,186,333	7,507,130	320,797
Charges for Services	1,640,270	1,862,520	1,413,522	(448,998)
Investment Income	-	-	3,224	3,224
Miscellaneous Revenues	-	-	9,991	9,991
Total Revenues	12,989,410	13,561,353	13,793,137	231,784
EXPENDITURES				
Current:				
Transportation	12,989,410	13,654,524	12,439,802	1,214,722
Total Expenditures	12,989,410	13,654,524	12,439,802	1,214,722
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(93,171)	1,353,335	1,446,506
OTHER FINANCING SOURCES (USES)				
Transfers (Out)	-	(23,840)	(23,837)	3
Total Other Financing Sources and (Uses)	-	(23,840)	(23,837)	3
Net Change in Fund Balance	-	(117,011)	1,329,498	1,446,509
Fund Balance - Beginning	-	117,011	675,384	558,373
Fund Balance - Ending	$ -	$ -	$ 2,004,882	$ 2,004,882

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
DISASTER RECOVERY FUND
For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 2,329,687	$ 910,462	$ (1,419,225)
Investment Income	-	-	19,043	19,043
Total Revenues	-	2,329,687	929,505	(1,400,182)
EXPENDITURES				
Current:				
Public Safety	-	2,329,687	654,678	1,675,009
Total Expenditures	-	2,329,687	654,678	1,675,009
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	274,827	274,827
Net Change in Fund Balance	-	-	274,827	274,827
Fund Balance - Beginning	-	-	(9,820,463)	(9,820,463)
Fund Balance - Ending	$ -	$ -	$ (9,545,636)	$ (9,545,636)

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

COMMUNITY REDEVELOPMENT AGENCY FUND

For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 1,944,005	$ 1,944,005	$ 1,944,005	$ -
Intergovernmental Revenues	17,000	17,500	-	(17,500)
Investment Income	-	-	21,544	21,544
Miscellaneous Revenues	-	-	117	117
Total Revenues	1,961,005	1,961,505	1,965,666	4,161
EXPENDITURES				
Current:				
General Government	2,535,901	5,025,541	1,784,240	3,241,301
Total Expenditures	2,535,901	5,025,541	1,784,240	3,241,301
Excess (Deficiency) of Revenues Over (Under) Expenditures	(574,896)	(3,064,036)	181,426	3,245,462
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	17,500	17,500
Total Other Financing Sources and (Uses)	-	-	17,500	17,500
Net Change in Fund Balance	(574,896)	(3,064,036)	198,926	3,262,962
Fund Balance - Beginning	574,896	3,064,036	3,064,036	-
Fund Balance - Ending	$ -	$ -	$ 3,262,962	$ 3,262,962

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
ASSETS					
Current Assets:					
Cash and Cash Equivalents	$ 8,670,529	$ 2,980,914	$ 3,905,998	$ 15,557,441	$ 8,975,860
Restricted Assets Available for Current Liabilities	216,741	-	7,285	224,026	-
Investments	16,947,721	2,721,265	2,234,935	21,903,921	7,473,089
Accounts Receivable, Net of Allowance for Uncollectable Accounts	2,246,573	7,406,943	135,040	9,788,556	567,599
Due from Other Funds	-	-	-	-	835,118
Due from Other Governments	-	-	-	-	225,304
Inventories	-	284,308	73,628	357,936	373,664
Prepaid Items	-	-	-	-	-
Total Current Assets	28,081,564	13,393,430	6,356,886	47,831,880	18,450,634
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	142,048	-	7,285	149,333	-
Saufley C&D - restricted	533,324	-	-	533,324	-
Landfill Escrow	9,219,916	-	-	9,219,916	-
Less: Portion Classified as Current	(216,741)	-	(7,285)	(224,026)	-
Total restricted assets	9,678,547	-	-	9,678,547	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,362,088	1,100,349	25,878,713	37,341,150	399,564
Improvements Other than Buildings	46,476,304	86,275	3,094,463	49,657,042	937,373
Machinery, Equipment and Vehicles	14,446,666	10,364,339	2,751,214	27,562,219	281,363
Intangibles	-	176,255	-	176,255	-
Construction in Progress	4,968,712	-	-	4,968,712	-
Less: Accumulated Depreciation	(39,121,954)	(8,248,414)	(27,320,541)	(74,690,909)	(1,023,564)
Total Capital Assets (Net)	42,918,642	3,485,247	4,403,849	50,807,738	594,736
Total Noncurrent Assets	52,597,189	3,485,247	4,403,849	60,486,285	594,736
Total Assets	80,678,753	16,878,677	10,760,735	108,318,165	19,045,370
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	856,758	5,773,929	725,805	7,356,492	312,574
OPEB Cost and Subsquent Contrib.	12,443	38,525	9,377	60,345	5,828
Total deferred outflow of resources	869,201	5,812,454	735,182	7,416,837	318,402

Continued

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION - Continued

PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
LIABILITIES					
Current Liabilities:					
Accounts Payable	$ 876,999	$ 746,124	$ 661,242	$ 2,284,365	$ 2,573,923
Contracts Payable	229,931	-	-	229,931	-
Accrued Liabilities	145,202	444,912	97,360	687,474	50,510
Compensated Absences Payable	51,781	48,935	35,434	136,150	96,242
Estimated Claims Payable	-	-	-	-	3,168,831
Due to Other Governments	15,014	1,882	30,644	47,540	1,799
Deposits	2,022	-	12,983	15,005	-
Other Current Liabilities	-	-	1,704,922	1,704,922	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	74,693	-	-	74,693	-
Escrow Deposits - restricted	142,048	-	7,285	149,333	-
Total Current Liabilities	1,537,690	1,241,853	2,549,870	5,329,413	5,891,305
Noncurrent Liabilities:					
Compensated Absences Payable	466,025	440,413	318,903	1,225,341	866,177
Other Post Employment Benefits	190,950	591,226	143,901	926,077	89,437
Net Pension Liability	1,922,475	12,823,846	1,589,312	16,335,633	695,917
Estimated Claims Payable	-	-	-	-	6,803,090
Landfill Closure Costs Payable	16,408,375	-	-	16,408,375	-
Total Noncurrent Liabilities	18,987,825	13,855,485	2,052,116	34,895,426	8,454,621
Total Liabilities	20,525,515	15,097,338	4,601,986	40,224,839	14,345,926
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	292,387	1,688,372	200,377	2,181,136	93,795
Unamortized OPEB Costs	8,023	24,840	6,046	38,909	3,758
Total deferred inflow of resources	300,410	1,713,212	206,423	2,220,045	97,553
NET POSITION					
Net Investment in Capital Assets	42,918,642	3,485,247	4,403,849	50,807,738	594,736
Unrestricted	17,803,387	2,395,334	2,283,659	22,482,380	4,325,557
Total Net Position	$ 60,722,029	$ 5,880,581	$ 6,687,508	$ 73,290,118	$ 4,920,293

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Operating Revenues:					
Charges for Services	$ 14,998,140	$ 12,773,020	$ 7,990,827	$35,761,987	$ 37,695,315
Miscellaneous Revenues	1,962	4,349	69,045	75,356	-
Total Operating Revenues	15,000,102	12,777,369	8,059,872	35,837,343	37,695,315
Operating Expenses:					
Personal Services	2,889,624	10,657,021	2,136,351	15,682,996	1,618,821
Contracted Services	791,622	106,733	6,231,338	7,129,693	-
Claims Incurred and Change in Estimate	-	-	-	-	1,854,869
Supplies and Materials	82,858	703,894	18,090	804,842	-
Repairs and Maintenance	1,120,835	966,154	89,807	2,176,796	33,282
Other Services and Charges	1,592,612	1,211,170	341,925	3,145,707	3,964,467
Depreciation	3,009,641	1,190,376	812,455	5,012,472	67,752
Provision for Closure and Long Term Care	853,586	-	-	853,586	-
Premiums/Claims Expense	363,632	164,849	117,411	645,892	29,156,327
Total Operating Expenses	10,704,410	15,000,197	9,747,377	35,451,984	36,695,518
Operating Income (Loss)	4,295,692	(2,222,828)	(1,687,505)	385,359	999,797
Nonoperating Revenues (Expenses):					
Grants	-	-	34,429	34,429	-
Investment Income	258,828	39,562	23,117	321,507	84,220
Gain (Loss) on Disposal of Capital Assets	261,763	(98,423)	-	163,340	-
Total Nonoperating Revenues (Expenses)	520,591	(58,861)	57,546	519,276	84,220
Income (Loss) Before Transfers and Contributions	4,816,283	(2,281,689)	(1,629,959)	904,635	1,084,017
Transfer In	-	-	1,300,000	1,300,000	-
Transfer (Out)	(381,297)	(3,596,251)	-	(3,977,548)	(4,359)
Capital Contributions	-	8,845	81,215	90,060	-
Change in Net Position	4,434,986	(5,869,095)	(248,744)	(1,682,853)	1,079,658
Net Position - Beginning As Restated	56,287,043	11,749,676	6,936,252	74,972,971	3,840,635
Net Position - Ending	$ 60,722,029	$ 5,880,581	$ 6,687,508	$73,290,118	$ 4,920,293

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$14,341,985	$ 9,322,736	$8,057,390	$ 31,722,111	$ 6,096,265
Receipts from interfund risk/benefits management	-	-	-	-	26,846,154
Receipts from interfund fleet/fuel management	-	-	-	-	4,448,952
Payments to suppliers	(4,506,075)	(2,628,419)	(6,749,064)	(13,883,558)	(34,865,961)
Payments to employees	(2,767,014)	(9,631,051)	(2,019,696)	(14,417,761)	(1,199,986)
Net Cash Provided (Used) by Operating Activities	7,068,896	(2,936,734)	(711,370)	3,420,792	1,325,424
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(381,297)	(3,596,251)	-	(3,977,548)	(4,359)
Transfers from other funds	-	-	1,300,000	1,300,000	-
Advances due to/from other funds	-	-	-	-	38,724
Subsidy from federal/state grants	-	-	34,429	34,429	-
Net Cash Provided (Used) by Noncapital Financing Activities	(381,297)	(3,596,251)	1,334,429	(2,643,119)	34,365
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(4,987,109)	(800,769)	(43,784)	(5,831,662)	(9,160)
Loss from disposal of capital assets	-	-	-	-	-
Landfill closure costs paid	(75,735)	-	-	(75,735)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,062,844)	(800,769)	(43,784)	(5,907,397)	(9,160)
Cash Flows from Investing Activities					
Sale (purchase) of investments	(4,723,711)	2,002,987	(660,062)	(3,380,786)	(2,303,294)
Interest received	258,828	39,562	23,117	321,507	84,220
Net Cash Provided (Used) by Investing Activities	(4,464,883)	2,042,549	(636,945)	(3,059,279)	(2,219,074)
Net Increase (Decrease) in Cash and Cash Equivalents	(2,840,128)	(5,291,205)	(57,670)	(8,189,003)	(868,445)
Cash and cash equivalents at beginning of year	21,405,945	8,272,119	3,970,953	33,649,017	9,844,305
Cash and cash equivalents at end of year	$18,565,817	$ 2,980,914	$3,913,283	$ 25,460,014	$ 8,975,860
Cash and Cash Equivalents Classified As:					
Current assets	$ 8,670,529	$ 2,980,914	$3,905,998	$ 15,557,441	$ 8,975,860
Current restricted assets	216,741	-	7,285	224,026	-
Noncurrent restricted assets	9,678,547	-	-	9,678,547	-
Total Cash and Cash Equivalents	$18,565,817	$ 2,980,914	$3,913,283	$ 25,460,014	$ 8,975,860

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	$ 4,295,692	$ (2,222,828)	$ (1,687,505)	$ 385,359	$ 999,797
Depreciation	3,009,641	1,190,376	812,455	5,012,472	67,752
Provision for closure and postclosure	853,586	-	-	853,586	-
Change in Assets and Liabilities:					
Accounts receivable	(673,733)	(3,454,633)	66,942	(4,061,424)	81,177
Inventories	-	(35,949)	(24,941)	(60,890)	(67,731)
Prepaids	-	-	556	556	-
Accounts payable	(311,698)	560,166	54,650	303,118	348,184
Contracts payable	(236,430)	-	-	(236,430)	-
Accrued liabilities	25,982	44,772	6,669	77,423	880
Due to other governments	(6,388)	164	19,242	13,018	(323,926)
Customer deposits	15,616	-	(288,633)	(273,017)	(556)
Other current liabilities	-	-	219,209	219,209	-
Compensated absences	(9,695)	83,493	23,664	97,462	(8,476)
Other post employment benefits and related deferred outflows/inflows of resources	(19,581)	(60,626)	(14,757)	(94,964)	(9,170)
Net pension liability proportionate share and related deferred outflows/inflows of resources	125,904	958,331	101,079	1,185,314	51,036
Claims payable	-	-	-	-	186,457
Total Adjustments	2,773,204	(713,906)	976,135	3,035,433	325,627
Net Cash Provided (Used) by Operating Activities	$ 7,068,896	$ (2,936,734)	$ (711,370)	$ 3,420,792	$ 1,325,424
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ -	$ 81,215	$ -	$ -

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2018

ASSETS	
Cash and Cash Equivalents	$ 9,707,188
Accounts Receivable	422,557
Total Assets	$ 10,129,745
LIABILITIES	
Due to Other Governments	$ 4,093,353
Due to Individuals	2,434,212
Other Current Liabilities	3,602,180
Total Liabilities	$ 10,129,745

The notes to the financial statements are an integral part of the financial statements

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
COMPONENT UNITS
September 30, 2018

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
ASSETS			
Cash and Cash Equivalents	$ 56,794	$ 3,788,347	$ 3,845,141
Investments	-	530,058	530,058
Accounts Receivable	-	321,824	321,824
Due from Other Governments	-	98,621	98,621
Prepaid Items	-	14,248	14,248
Total Current Assets	56,794	4,753,098	4,809,892
Noncurrent Assets:			
Restricted Assets:			
Cash and Cash Equivalents	-	2,837,592	2,837,592
Capital Assets, Net of Depreciation	5,938	586,742	592,680
Total Noncurrent Assets	5,938	3,424,334	3,430,272
Total Assets	62,732	8,177,432	8,240,164
DEFERRED OUTFLOWS OF RESOURCES			
OPEB	-	4,358	4,358
Pension	-	304,465	304,465
Total deferred outflow of resources	-	308,823	308,823
LIABILITIES			
Accounts Payable	-	433,158	433,158
Accrued Liabilities	-	49,959	49,959
Due to Other Governments	-	1,343,080	1,343,080
Unearned Revenue	-	27,387	27,387
Total Current Liabilities	-	1,853,584	1,853,584
Noncurrent Liabilities:			
Compensated Absences	-	110,790	110,790
Other Post Employment Benefits	-	114,132	114,132
Net Pension Liability	-	766,577	766,577
Other Noncurrent Liabilities	-	2,515,000	2,515,000
Total Noncurrent Liabilities	-	3,506,499	3,506,499
Total Liabilities	-	5,360,083	5,360,083
DEFERRED INFLOW OF RESOURCES			
Unearned Revenues	-	78,254	78,254
Unearned Consideration fees	-	566,220	566,220
Other Post Employment Benefits	-	2,810	2,810
Pension	-	526,357	526,357
Total Deferred Inflow of Resources	-	1,173,641	1,173,641
NET POSITION			
Invested in Capital Assets	5,938	586,742	592,680
Restricted for Capital Improvements	-	1,137,024	1,137,024
Unrestricted	56,794	228,765	285,559
Total Net Position	$ 62,732	$ 1,952,531	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Year Ended September 30, 2018

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
EXPENSES			
Governmental Activites:			
General Government	$ 87,427	$ -	$ 87,427
Business Type Activities:			
Operating Expenses	-	3,716,294	3,716,294
Total Program Expenses	87,427	3,716,294	3,803,721
PROGRAM REVENUES			
Charges for Services	88,311	4,735,295	4,823,606
Capital Grants and Contributions	-	414,660	414,660
Total Program Revenue	88,311	5,149,955	5,238,266
Net Program (Revenue) Expenses	(884)	(1,433,661)	(1,434,545)
GENERAL REVENUES			
Investment Income	-	13,690	13,690
Miscellaneous	-	82,698	82,698
Total General Revenues	-	96,388	96,388
Change in Net Position	884	1,530,049	1,530,933
Net Position - Beginning, Restated	61,848	422,482	484,330
Net Position - Ending	$ 62,732	$ 1,952,531	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-wide Financial Statements

The financial statements of Escambia County, Florida (the "County") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable. Significant County accounting policies are described below.

B. Financial Reporting Entity

Escambia County, Florida (the County) is a political subdivision of the State of Florida created pursuant to Chapter 7 of the Florida Statutes. The County is governed by a five member Board of County Commissioners (the Board), elected from single-member districts. The Board has no powers other than those expressly vested in it by State Statute. In addition to the Board, there are five elected Constitutional Officers: pursuant to Article 8, Section 1(d), of the Constitution of the State of Florida; the Clerk of the Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets. The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers.

The combining financial statements include the operations of the Board of County Commissioners, Clerk of the Circuit Court and Comptroller, Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and those separately administered organizations for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

Blended Component Unit
Community Redevelopment Agency (CRA) – Pursuant to Florida Statutes section 163 Part III, the Community Redevelopment Act of 1969 authorized governments to use tax increment financing as a means for community redevelopment. The primary purpose of this act is to provide local governments with a source of funds to revitalize the deteriorated portions of their communities; thus establishing a financial benefit or burden relationship between the primary government and the CRA. The primary government also has operational responsibility for the Community Redevelopment Agency. In 1995, the Board of County Commissioners adopted Ordinance No. 95-6 which established the Community Redevelopment Agency (CRA) of Escambia County. Eight redevelopment areas are included under the CRA jurisdiction. The County Board serves as the CRA Board and has all rights, powers, duties, privileges and immunities authorized by the Act. The CRA is reported as a major special revenue fund in the fund financial statements of the County; a copy of this report may be found at the Community Redevelopment Agency Office; 221 Palafox Place; Suite 305, Pensacola Florida 32502.

Escambia County Area Transit Authority (Mass Transit Authority) – Pursuant to Florida Statutes section 189 Uniform Special District Accountability Act, is classified as a Dependent Special District because the membership of the Mass Transit Authority's governing body is identical to Escambia County and the Mass Transit Authority's budget requires approval through an affirmative vote or can be vetoed by Escambia County. The primary purpose of this Mass Transit Authority is to own, operate and manage the public transportation system in Escambia County on behalf of the Board of County Commissioners of Escambia County; providing an efficient and coordinated public transportation system servicing rural and urban areas. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 206 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities, thus establishing a financial benefit or burden relationship between the primary government and the Mass Transit Authority. The Mass Transit Fund was a fund of the County until 2018, when the Board of County Commissioners adopted Ordinance No. 2018-8 establishing the Escambia County Area Transit Authority. The Mass Transit Authority Fund is reported as a major special revenue fund in the fund financial statements of the County; the capital projects of the Mass Transit Authority are reported as a major capital project fund in the fund financial statements of the County. A copy of this report (the fund financial statement of the County) may be found at the Escambia County Area Transit Authority Office; 1515 West Fairfield Drive, Pensacola Florida 32501.

Discretely Presented Component Units
Governmental Fund Type:

Escambia County Law Library Board – The Escambia County Law Library Board (Law Library), created under Special Act, Chapter 69-1048, Laws of Florida, provides for the maintenance of a central law library for the use of citizens, county officials, judges and officers of the courts of Escambia County. The County establishes the fees charged and collected on court actions in support of the Law Library, therefore the County is financially accountable. The Law Library is located in the M.C. Blanchard Judicial Building. The Law Library Board is composed of two (2) circuit judges, two (2) county judges and one (1) lawyer appointed by the local Bar Association. The operations of the Law Library are reported in the Escambia County Law Library Board, a special revenue fund. While the Law Library Board is an independently reported special district, it is presented in the County's Comprehensive Annual Financial Report as a discretely presented component unit. Financial statements for the Escambia County Law Library Board can be obtained from the Library staff at 190 West Government Street, Pensacola, Florida 32502-5773.

Proprietary Fund Type:

Santa Rosa Island Authority (SRIA) – The Santa Rosa Island Authority (SRIA) was established by the provisions of Chapter 24-500, Laws of Florida, Special Acts of 1947, as amended. The County appoints five (5) members of the Authority's six (6) member Board, and one (1) member is elected by the eligible voters who are full time residents of the Island. The County approves the SRIA's budget and issuance of debt. The County has veto power over decisions of the SRIA. The SRIA serves as the County's leasing agent for property on Santa Rosa Island owned by the County. The operations of SRIA are reported in the SRIA Fund, a discrete component unit in this report. Financial statements for the SRIA can be obtained at 1 Via Deluna, Pensacola Beach, Florida 32561.

Joint Ventures:

As defined in Governmental Accounting Standards Board (GASB) Statement No. 14, a joint venture is a separate legal entity or other organization that results from a contractual arrangement (or interlocal agreement) and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an on-going financial interest or (b) an on-going financial responsibility. The County participates and provides financial support to the following non-equity joint ventures:

Human Relations Commission (HRC) – The Commission was created by an Interlocal Agreement between Escambia County and the City of Pensacola in 1978, pursuant to Florida Statutes, Chapter 163.01, for the purpose of being "responsible for the promotion of fair treatment and equal opportunity

to all citizens of the local community." The Commission is composed of nine (9) members; four (4) selected by the County and four (4) selected by the City of Pensacola, with one (1) additional member jointly selected by the preceding eight. The County does not control budgeting or financing for the Commission. Separate financial statements are available from the Commission at 2257 Baylen Street, Pensacola, Florida 32501.

Pensacola – Escambia County Promotion and Development Commission (PEDC) – This Commission was created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1980 by Chapter 80-579, to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The nine (9) member Commission consists of the President of the Chamber of Commerce, two (2) members of the Pensacola City Council, two (2) members of the Escambia County Commission, one (1) member of the Century City Council, one (1) representative of the Committee of 100 or the Tourist Advisory Council, one (1) at-large member appointed by the Pensacola City Council and one (1) at-large member appointed by the Escambia County Commission. The County and the City of Pensacola each contribute funds annually for the operation of the Commission, but neither has control of the budget or finances of the Commission. Separate financial statements are available from the Pensacola – Escambia County Promotion and Development Commission at 117 West Garden Street, Pensacola, Florida 32593-0550.

Summary financial statements as of September 30, 2018, for the joint ventures are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2018

	HRC	PEDC
Assets	$ 14,350	$ 7,530,104
Liabilities	6,031	3,062,247
Net Position		
Restricted:	-	61,198
Unrestricted:	8,320	
Committed	-	52,309
Unassigned	-	4,354,350
Total net position	$ 8,320	$ 4,467,857

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2018

	HRC	PEDC
Revenues	$ 127,051	$ 2,199,046
Expenses	(138,483)	(2,186,974)
Change in net position	(11,432)	12,072
Net position - beginning	19,752	4,455,785
Net position - ending	$ 8,320	$ 4,467,857

C. Basis of Presentation – Government-wide and Fund Financial Statements

The basic financial statements consist of the government-wide (based on the County as a whole, including its component units) and fund financial statements. Both sets of statements categorize primary activities as either governmental or business-type activities.

The government-wide financial statements include a statement of net position and a statement of activities which report on the government as a whole and provide a consolidated financial picture of the government. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund activities are eliminated to avoid distorted financial results. The amounts reported as internal balances represent the residual amounts due between governmental and business-type activities. Fiduciary Funds of the government are also eliminated from this presentation since these resources are not available for general government funding purposes.

The statement of activities reports functional categories of programs provided by the County, and demonstrate how and to what degree those programs are supported by specific revenue. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on external fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given program are supported by specific revenues. *Direct expenses* are those that are clearly identifiable with a specific program. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. G*eneral revenues* consist of all taxes and other items collected that help support all functions of Escambia County government.

Individual fund financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The County reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The general fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

Escambia County Area Transit Authority (Mass Transit Authority) Fund accounts for the operations and maintenance of the Escambia County Transit System. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 203 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

Escambia County Area Transit Authority FTA Capital (Mass Transit Authority - FTA Capital) Fund is the capital project fund of the Escambia Area Transit Authority and is reported as a major capital project fund in the fund financial statements of the County. It accounts for revenue received from the United States Department of Transportation and cost associated with federal transportation assistance. The Federal Transit Administration (FTA) provides capital assistance for mass transit projects including mass transit fixed route and ADA paratransit services for citizens through urban areas of Escambia County. FTA funding is provided by Grants, State matching funds, and Escambia County Area Transit Authority matching funds.

The *Disaster Recovery Fund* accounts for financing provided from various grants, or reimbursements to aid the County's recovery from either natural or man-made disasters. Due to the nature of this major fund, the County generally adopts an appropriated budget of zero.

The *Community Redevelopment Agency Fund (CRA)* was established to account for the revenues and expenditures of the redevelopment areas established within the County. The CRA Fund is a blended component unit of Escambia County. Pursuant to Florida Statutes Section 163 Part III, the Community Redevelopment Act of 1969 authorized government to use tax increment financing as a means for community redevelopment.

The *Series 2017 Project Fund* is a capital project fund created pursuant to Resolution 2017-70 to account for the proceeds of the Sales Tax Revenue Bonds, Series 2017, issued June 22, 2017. This fund will account for the expenditures associated with the acquisition, planning, design and construction of a new 1,500 rated bed correctional facility. This new facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to section 287.055, Florida Statutes (acquisition of professional architectural and engineering services). Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and Main Jail.

The *Local Option Sales Tax Fund (LOST)* accounts for monies collected pursuant to Florida Statutes 212.055, which authorizes the County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Escambia County, to provide for road and drainage projects and improvements, recreation projects, public safety, expansion of jail and court facilities, and community redevelopment projects. This tax was approved by referendum on March 10, 1992, and was originally set to expire on December 31, 2017. On November 4, 2014, this tax was extended by referendum through December 31, 2028, as permitted by law.

The County reports the following major proprietary funds:

The *Solid Waste Fund* accounts for solid waste disposal (landfill) operations, primarily financed through franchise fees and user charges.

The *Emergency Medical Service Fund* accounts for the cost of emergency medical services provided in Escambia County. All activities necessary to provide such services are accounted for in this fund.

Additionally, the government reports the following fund types:

The *Internal Service Fund* accounts for risk management activities, activities for garage and fuel services provided to County departments, and for administration of employee benefits. Additionally, the internal service fund is used to account for balances and activity related to compensated absences policies of the Clerk of the Circuit Court and Comptroller, for court related activities.

Agency Funds are custodial in nature, and are therefore excluded from the governmental-wide financial statements. These funds are used to account for assets held by the County as an agent for individuals, private organizations and governments. Agency funds are utilized by the Clerk of the Circuit Court and Comptroller, the Tax Collector, and the Sheriff. Resources include fines, forfeitures, and filing fees collected for other governmental agencies, child support payments, jury and witness services, posted bonds collected for individuals, prisoner's funds, confiscated monies held as evidence, property taxes and fees for licenses.

D. Measurement Focus and Basis of Accounting

The **government-wide financial statements** and the **proprietary fund and fiduciary fund financial statements** are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred,

regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. State shared revenues, sales taxes, franchise taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except debt service expenditures and expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due. Capital asset acquisitions are recorded as expenditures in governmental funds. Monies received from issuing long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end).

Escambia County allocates indirect costs comprised of administrative overhead costs to functional activities using various allocation charge methods. Therefore, expenses reported for functional activities include these allocated indirect costs. Elimination of these charges would distort the direct costs of the functions concerned.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements, with the exception of administrative overhead components as discussed above.

Amounts reported as program revenue include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. All taxes, including those dedicated for specific purposes, and internally dedicated resources are reported as general revenues rather than as program revenue.

Proprietary fund financial statements are reported using economic resource measurement focus and the accrual basis of accounting, distinguishing *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds and the internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Budgetary Information

Annual budgets are adopted on a basis consistent with *generally accepted accounting principles* as required by Florida Statute 129 for all governmental funds. In fiscal year 2018, the Disaster Recovery Fund adopted an original budget appropriation of zero, which was subsequently amended.

On or before May 1 of each year, the Clerk of the Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, Sheriff and Tax Collector each submit to the Board of County Commissioners a tentative budget for the ensuing fiscal year.

Within fifteen days after certification of the ad valorem tax roll by the Property Appraiser, the County's Office of Management and Budget submits to the Board of County Commissioners a proposed budget for the fiscal year commencing the following October 1st. Pursuant to the provisions of Section 129.01, Florida Statutes, the proposed budgets as submitted contain balanced statements of estimated revenue and proposed appropriations for each fund required to be presented by law or sound financial practice, including the general, special revenue, debt service, and capital projects funds.

The Board holds public hearings and a final budget must be prepared and adopted no later than September 30. The County's budget is legally enacted through passage of a resolution.

The appropriated budget is prepared by fund, function and department. The Office of Management and Budget is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The Board of County Commissioners approved supplemental budget amendments during the year that increased the original budget.

All appropriations lapse at the end of each fiscal year, although the county expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

F. Property Taxes

Under Florida law, the assessments of all properties and the collections of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. The laws of the state regulating tax assessments are also designed to assure a consistent property valuation method statewide. Pursuant to the State Constitution, Florida Statutes permit counties to levy ad valorem taxes on real and tangible personal property taxes at a rate not to exceed 10 mills for countywide purposes, exclusive of taxes levied for the payments of bonds and taxes levied for periods of not longer than 2 years and approved by a vote of the electors. All property is assessed at 100% of just value. For fiscal year 2018, the County-wide operating millage rate was 6.6165 mills. The County-wide operating millage rate for the Library was .359 mills for a total of 6.9755 mills. The Law Enforcement MSTU rate is .685 for a total direct rate of 7.6605 mills.

The tax levy of the County is established by the Board of County Commissioners prior to October 1 of each year and the Tax Collector incorporates the millage into the total tax levy, which includes the municipalities, special districts, and the County School Board tax requirements and produces the tax bill. All property is reassessed by the Property Appraiser, according to its fair market value on January 1 of each year. The certified assessment roll is delivered by the Property Appraiser to the Tax Collector.

All property taxes are billed in arrears and become due and payable on November 1 of each year. All unpaid taxes become delinquent on April 1 following the year which they are assessed. The legal lien date is January 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. Taxes paid in March are without discount. Tax certificates are sold for all delinquent taxes on real property. Virtually all unpaid taxes are collected via the sale of tax certificates prior to year end. The county does not accrue its portion of the County-held tax sale certificates or personal property tax warrants because such amounts are not considered to be material.

G. Cash and Cash Equivalents

The County defines cash and cash equivalents as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less from the date of acquisition. The County maintains an equity in pooled cash fund. All monies which are not legally restricted to separate

administration are pooled together for investment and are maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. The County's cash deposits are fully insured by the Public Deposits Trust Fund.

H. Investments

Investments for the County are reported at fair value (generally based on quoted market prices) except for the Florida Prime Investment Pool, FL CLASS Investment Pool, and Florida Fixed Income Trust are reported at amortized cost. The Florida Fixed Income Trust Cash Pool has a floating Net Asset Value (NAV) however the investment pool is managed to maintain a constant NAV. Investments are pooled together for investment purposes with each individual fund and/or account maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. Such investments consist of Certificates of Deposit, U.S. Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, and State and/or Local Government Debt.

I. Inventories and Prepaid Items

Inventories are valued at cost, using the first-in/first-out method. Annual inventory expenditures reflect supplies consumed. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These payments are recorded as expenditures/expenses when consumed rather than when purchased.

J. Restricted Assets

The use of certain assets in business-type activities is restricted by resolution or ordinance. Assets are designated as restricted since their use is limited. Restricted assets reported represent escrow deposits for customers, funds held for the Saufley Construction and Demolition (C&D) project closure, and the Landfill Escrow held for landfill closure and post closure liability.

K. Accounts Receivable

Accounts Receivable are shown net of an allowance for uncollectible accounts. The Solid Waste Fund records an allowance for receivables older than 90 days, while the Internal Service Fund provides an allowance for receivables without collections during the past year. All other County funds record an allowance on accounts older than 120 days. Accounts in the General Fund consist primarily of franchise fees receivable. The receivables at the end of the fiscal year include an estimated total allowance for uncollectable accounts in the amount of $9.308 million. This allowance is comprised of $8.479 million for ambulance receivables in the Emergency Medical Services Fund; $693,000 for the Internal Service Funds related to the self insurance third party receivables; $63,000 for the Local Option Sales Tax Fund; $51,000 for HUD-CDBG housing programs, $18,000 for the Mass Transit Fund, $3,000 General Fund and $1,000 for the Bay Center.

L. Interfund Transactions

Reimbursements to a fund for expenditures/expenses initially made from it, which are applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund, and reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

M. Interfund Payables and Receivables

Unpaid amounts of interfund transactions at year end are reflected as "due from other funds" or "due to other funds" in the related fund financial statements. Noncurrent portions of interfund payables and receivables are reported as advances. In governmental funds, advances are offset equally by nonspendable fund balance unless the funds are restricted or committed. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

N. Capital Assets

Capital Assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Purchased or constructed assets are recorded at historical cost or at a price that would be paid to acquire the asset with equivalent service potential in an orderly market transaction at the acquisition date. Donated capital assets are recorded at acquisition value at the acquisition date.

The County capitalizes items costing $1,000 and having an estimated useful life in excess of one year. Buildings, public domain, and system infrastructure assets which represent major expenditures for such items as roads, water and sewer lines, landfill improvements, parks, and drainage systems are capitalized at historical cost. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital Assets are depreciated over their estimated useful lives unless they are inexhaustible or are intangible assets with indefinite useful lives. The term depreciation (and related forms of the term) includes amortization of intangible assets.

Depreciation has been provided using the straight-line method. The estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings	10 – 50 years
Improvements	20 – 50 years
Infrastructure	20 – 50 years
Equipment	3 – 10 years
Intangibles	3 – 5 years

O. Unearned Revenues

Unearned revenues include amounts collected before revenue recognition criteria are met. Expenditure-driven grants and excess revenue for exchange type transactions are reported as unearned at the end of the fiscal year.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will *no*t be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to future periods and, will not be recognized as an inflow of resources (revenue) until that applicable time.

The County has three items that qualify for reporting as deferred outflows of resources. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is the deferred outflow of resources related to pensions reported in the government-wide and proprietary statements of net position. The deferred outflows for pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statements No. 68, *Accounting and Financial Reporting for Pensions* and No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*. These deferred outflows for pension will be recognized as pension expense or a reduction of the net pension liability in future reporting years. The third is the deferred outflow of resources related to OPEB reported in the government-wide and proprietary statements of net positon. The deferred outflows for OPEB are an aggregate of items related to changes in assumptions and other inputs as calculated in accordance with GASB Statements No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions.* These deferred outflows for OPEB will be recognized as benefit expense or a reduction of the net OPEB liability in future reporting years.

The County also reports deferred inflows of resources in the government-wide and proprietary statements of net position. The unavailable revenue for capital lease is deferred and recognized as an inflow of resources in the period that the amounts become available. The SRIA also has deferred inflows for fees collected prior to the time requirements being met. The deferred inflows for pensions are an aggregate of items related to pensions as calculated under the same principles as the deferred outflows for pensions, and will be recognized as a reduction to pension expense in future reporting years. The deferred inflows for OPEB are an aggregate of items related estimated benefits paid after the measurement date as calculated under the same principles as the deferred outflows for OPEB, and will be recognized as a reduction to benefit expense in future reporting years.

Q. Self-Insurance Claims

Liabilities for reported claims and incurred but not reported claims (IBNR) are estimated based on an actuarial review of claims pending and historical experience.

R. Landfill Closure and Postclosure Care Payable

The County recognizes municipal solid waste landfill closure and post closure care costs under the State of Florida's Solid Waste Management Act of 1988, regulations of the Federal Environmental Protection agency and the GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Post closure Care Costs*. The County is required to place a final cover on closed landfills and to provide long-term care for up to thirty years after final cover. These obligations for closure and postclosure are recognized in the Solid Waste Fund over the active life of the landfill, based on landfill capacity used to date.

S. Long Term Obligations

Payments on long term liabilities which are expected to be financed from governmental funds are accounted for as debt service expenditures. For proprietary fund types, long term debt and other obligations are reported as liabilities in the fund financing the obligation. In the government-wide and the proprietary fund financial statements these amounts are reported as liabilities in the statement of net position.

Debt issuance cost, except for prepaid insurance, are expensed in the period incurred. Prepaid insurance cost are reported as an asset and amortized in a systematic and rational manner over the duration of the related debt.

Legal debt margin for bond payments are governed by Florida Statutes 200.181. None of the provisions of this chapter limit or restrict the rate or amount of ad valorem taxes levied for the payment of the

principal and the interest on any debt service secured by revenue certificates or by bonds for which the full faith and credit of any taxing district may be pledged.

The County reports pollution remediation obligations, in accordance with GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The circumstances under which the County will have to estimate, record, and disclose its expected outlays for pollution remediation include: the pollution is an imminent danger to public health or welfare; the government is in violation of a pollution prevention-related permit or license; the government has been named as a responsible party under Superfund or similar state laws; the government is named in a lawsuit that would require participation in remediation activities; or the government legally commits itself to conduct remediation activities.

T. Compensated Absences

The County's reporting of accumulated compensated absences complies with GASB Statement No. 16, *Accounting for Compensated Absences.* The County's policy permits eligible employees to accumulate a limited amount of earned but unused leave based on years of employment. While employees are encouraged to use their annual leave in the year that it is earned, unused leave time is paid upon separation of service. Compensated absences are recorded as a liability when the benefits are earned in the government-wide and proprietary fund financial statements. The governmental funds recognize an expenditure at the time payments are made to employees.

U. Other Post Employment Benefits (OPEB)

Under the provisions of GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), the government-wide and proprietary fund financial statements recognize the OPEB expense along with the related liability, deferred outflows and inflows of resources. The OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position. The plan is currently unfunded. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners, the Constitutional Officers, and the Santa Rosa Island Authority.

V. Net Pension Liability

The government-wide and proprietary fund financial statements net pension liability represents the County's proportionate share of the net pension liability of the cost-sharing pension plan in which it participates. The County participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy Program (HIS) which are administered by the Florida Division of Retirement. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, additions/deductions, and information about the fiduciary's net position have been determined on the same basis as they are reported by this cost-sharing plan. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners and the Constitutional Officers.

W. Fund Balance Reporting and Governmental Fund-Type Definitions

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* clarify governmental fund balance classifications and fund-type definitions. The Board of County Commissioners is the County's highest level of decision-making authority. Governmental fund balances are classified either as nonspendable or spendable. Spendable fund balances (restricted, committed, assigned, or unassigned) are further classified below in a hierarchy based on the extent to which there are external and internal constraints on spending of these fund balances. These classifications are described as follows:

Nonspendable fund balance - include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable types consist of inventories, prepaid amounts, long-term amounts of other assets, loans, notes, and advances receivable, and may include property acquired for resale.

Restricted fund balance – include amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action of an ordinance of the Board of County Commissioners, the highest level of decision making authority. Commitments may be changed or lifted only by the Board of County Commissioners taking the same formal action of an ordinance that imposed the constraint originally.

Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. The Board of County Commissioners or management designee (via action by the Board of County Commissioners) has the authority as the official authorized to assign fund balance to a specific purpose as provided by the fund balance policy. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that the resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned fund balance – is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned amounts are technically available for any purpose. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The County has adopted a formal fund balance policy. It is the County's goal to maintain a targeted minimum unrestricted fund balance (the sum of the Committed, Assigned and Unassigned fund balance) equal to 2 months of the current fiscal year's operating expenditures and transfers out budgeted for the fund. This unrestricted fund balance is needed to cover short-term cash flow variations, economic downturns, or unanticipated events that would adversely affect the financial condition of the County and jeopardize the continuation of necessary public services.

Compliance with the provisions of the fund balance policy is reviewed as part of the annual budget adoption process and revisions to the levels of fund balance can be determined during this process. Budgeting of amounts of unassigned fund balance for the purpose of balancing the budget requires the Board of County Commissioners' approval.

When multiple categories of fund balance are available for expenditures, the County will start with the most restricted category, unless there are legal documents/contracts that prohibit this order, such as

grant agreements requiring dollar for dollar spending. Unassigned fund balance is used when expenditures are incurred for purposes which amounts in any classification could be used.

X. Net Position

The net positions of proprietary funds, governmental activities and business-type activities are made up of three components. *Net Investment in Capital Assets* which represents net capital assets less related long-term liabilities; unspent debt proceeds will increase this amount. The *Restricted* component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. The restricted component represents assets that are legally restricted. They include reserve funds, special revenues restricted by statute or ordinance, bond proceeds, and other sources restricted for capital or improvements. The *unrestricted* component of net position is the balance not included in the determination of net investment in capital assets or the restricted component of net position.

NOTE 2 - DEPOSITS AND INVESTMENTS

A. Cash and Cash Equivalents

At September 30, 2018, the County's carrying value of cash and cash equivalents totaled $200,862,090, which is presented as $191,154,902 in the statement of net position and $9,707,188 in the statement of fiduciary net position.

Additionally, funds are placed with the State Board of Administration for participation in the Florida Prime Investment Pool, created by Section 218.405, Florida Statutes. This investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. The County's investment in the Florida Prime Investment Pool, a Security and Exchange Commission (SEC) Rule 2a7-like external investment pool is reported at amortized cost, which is not materially different from fair value. Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant Net Asset Value (NAV) of $1.00 per share, provided that such funds meet certain conditions. The Florida Prime Investment Pool has a dollar weighted average days to maturity "WAM" of 33 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida Prime at September 30, 2018 is 72 days. There are no restrictions on redemptions. The Florida Prime Investment Pool is rated by Standard and Poors. The current rating is AAAm.

The County participates in the Florida Cooperative Liquid Asset Securities System (FLCLASS). This investment pool is a stable NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in FLCLASS is reported at amortized cost, which is not materially different from fair value. FLCLASS has a dollar weighted average days to maturity "WAM" of 50 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2018 is 72 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

The County also participates in the Florida Fixed Income Trust (FL FIT). This investment pool is managed as a Constant NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in the FL FIT Cash pool is reported at amortized cost, which is not materially different from fair value. FL FIT has a dollar weighted average days to maturity "WAM" of 120 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2018 is 81 days. There are no restrictions on redemptions. FL FIT is rated by Standard and Poors. The current rating is AAAf.

The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. At September 30, 2018 the carrying amount of the County's cash deposits totaled $106,115,501, cash in money market funds totaled $15,391,642, the County's investment in the Florida Prime Investment Pool totaled $59,530,272, the County's investment in FLCLASS totaled $5,143,216 and the County's investment in FL FIT totaled $14,681,460.

B. Investment Portfolio

The Escambia County Board of County Commissioners and Escambia County Clerk of the Circuit Court and Comptroller (Clerk) formally adopted the comprehensive investment policy in January 2010. The policy was created pursuant to Section 218.415, Florida Statutes and established permitted investments, asset allocation limits, issuer limits, credit ratings requirements, and maturity limits to protect the County's cash and investment assets. The County maintains a common cash and investment pool for the use of all funds.

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in the County's investment policy. The Board adopted a list of permitted investments by ordinance, and updated the investment policy in May 2018. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, Agency Mortgage-Backed Securities, Asset-Backed Securities, Repurchase Agreements, Commercial Paper, Corporate Notes, Bankers' Acceptances, State and/or local government taxable and/or tax-exempt debt Registered Investment Companies (Money Market Mutual Funds), and Intergovernmental Investment Pools that contain no derivatives. Derivatives and reverse repurchase agreements are not permitted by the County's investment policy.

The County's investment policy provides asset allocation, issuer, and maturity limits to protect the County's cash and investments. The policy allows for a short-term strategy (maturities of 12 months or less) to provide for operating funds and a longer-term strategy (maturities not exceeding 5 years) for the "core" portion of the portfolio. As defined by GASB Statement 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, money market investments are reported at amortized costs rather than fair value. The County's investments as defined by GASB Statement No. 72, *Fair Value Measurement and Application* are reported at fair value based on level 1 inputs for quoted prices for identical investments in active markets.

The Constitutional Officers electing not to adopt a written investment policy are limited to investing funds pursuant to Section 218.415, Florida Statutes, and subsection (17). Those investments include the Local Government Surplus Trust Fund, or any authorized intergovernmental investment pool, SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, and direct obligations of the U.S. Treasury.

The County's investment portfolio consists of $159,124,106 in direct obligations of United States Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, State and/or Local Government debt, and Local Government Investment Pool funds which are reported at fair value in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, and GASB Statement No. 72, *Fair Value Measurement and Application*.

As of September 30, 2018, interest receivable on the County's investment portfolio amounted to $769,933.

The County had the following investment types by issuer and effective duration presented in terms of years:

Security Type		Fair Value	Weighted Average Duration (Years)	Credit Rating	Percentage of Portfolio
Short Term Investments:					
United States Treasury Securities	$	3,046,142	0.63	AA+	1.91%
Federal Instruments		17,387,207	0.68	AA+	10.93%
State and/or Local Government Debt		3,499,268	0.78	AA-	2.20%
Corporate Notes		5,483,172	0.50	A+	3.45%
Total short term investments		29,415,789			18.49%
Long Term Investments:					
United States Treasury Securities		36,038,428	2.32	AA+	22.65%
Federal Instruments		8,416,144	1.71	AA+	5.29%
Corporate Notes		14,266,131	2.68	A	8.97%
State and/or Local Government Debt		394,888	1.14	AA+	0.25%
Local Government Investment Pool		70,592,726	1.51	AAA	44.36%
Total long term investments		129,708,317			81.51%
Total Fair Value	$	159,124,106			100.00%
Portfolio Weighted Average Duration			1.65		

C. Fair Value of Investments

Escambia County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1*: Quoted prices for identical investments in active markets;
- *Level 2*: Observable inputs other than quoted market prices; and
- *Level 3*: Unobservable inputs

At September 30, 2018, Escambia County had the following recurring fair value measurements.

	9/30/2018	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 14,266,131	$ 14,266,131	$ -	$ -
Corporate Notes - Short Term	5,483,172	5,483,172	-	-
United States Treasury Securities - Long Term	36,038,428	36,038,428	-	-
United States Treasury Securities - Short Term	3,046,142	3,046,142	-	-
Federal Instruments - Long Term	8,416,144	8,416,144	-	-
Federal Instruments - Short Term	17,387,207	17,387,207	-	-
Local Government Investment Pool	70,592,726	70,592,726	-	-
State and/or Local Government Debt - Long Term	394,888	394,888	-	-
State and/or Local Government Debt - Short Term	3,499,268	3,499,268	-	-
Total debt securities	$ 159,124,106	$ 159,124,106	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - FL Prime	59,530,272			
LGIP - FL FIT	14,681,460			
LGIP - FLCLASS	5,143,216			
Total investments measured at the NAV	79,354,948			
Total investments measured at fair value	**$ 238,479,054**			

D. Interest Rate Risk

The County's investment policy sets limits for investment maturities to match known cash needs and anticipated cash flow requirements. Investments of current operating funds have maturities no longer than twelve (12) months. Core funds, investments of reserves, project funds, debt proceeds, and other non-operating funds have a term appropriate for the needs of the funds in accordance with debt covenants, with a maximum term of five (5) years, and the average duration of the funds as a whole may not exceed three (3) years.

The County utilizes "weighted average duration" as a measurement of interest rate risk; as of September 30, 2018, the investments had a weighted average duration of 1.65 years.

The County had $4,527,454 of securities with embedded options consisting of the option at the discretion of the issuer to call their obligation or pay a stated increase in the interest rate as follows:

CUSIP	Description	Maurity Date	Market Value	Call Schedule	Call Date
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	$ 982,054	Continuous	2/1/2021
594918BA1	Microsoft Corp (Callable) Notes	2/12/2022	488,182	Continuous	1/12/2022
458140BB5	Intel Corp (Callable) Notes	5/11/2022	972,708	Continuous	4/11/2022
68389XBB0	Oracle Corp (Callable) Notes	5/15/2022	973,303	Continuous	3/15/2022
911312BC9	United Parcel Service (Callable) Notes	6/15/2022	483,137	Continuous	4/16/2022
92826CAG7	Visa (Callable) Notes	9/15/2022	628,070	Continuous	8/15/2022
			$4,527,454		

The County's long term portfolio has no federal instrumentalities mortgage pass-through securities.

The Local Government Investment Pool Short-Term Bond Fund contains asset-backed securities rated AAA or AA+, and collateralized mortgage obligations.

E. Credit Risk

The County's investment policy permits the following investments, which are limited to credit quality ratings from nationally recognized rating agencies as described below:

- U.S. Government Treasury Securities, U.S. Government Agency, and Federal Instruments.
- Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
- Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "A" by Moody's and a minimum long-term debt rating of "A" by Standard & Poor's.
- Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, if at the time of purchase, the short-term paper is rated, at a minimum "P-1" by Moody's Investors Services and "A-1" by Standard & Poor's.
- Agency Mortgage Backed Securities that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise; and asset backed securities with underlying collateral.
- State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

- Registered Investment Companies (Money Market Mutual Funds) rated "AAAm" by Standard & Poor's or the equivalent by another rating agency.

- Intergovernmental Investment Pool rated "AAAm, AAAf, S1" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2018, the majority of the County's investment securities in the amount of $159,124,106 were all individually rated AAA, AA+ or A by Standard & Poors Rating Services. The County's $59,530,272 investment in the Florida State Board of Administration's Local Government Surplus Funds Trust Fund (Florida Prime Investment Pool) was rated by Standard and Poors. The current rating as of September 30, 2018 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime/.

The County's $70,592,726 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Fitch. The current rating as of September 30, 2018 was AAAf, consisting of individually rated securities, primarily AAA rated. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,143,216 investment in Florida Cooperative Liquid Asset Securities System (FLCLASS) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2018 was AAAm. Additional information for FLCLASS can be found at https://www.flclass.com.

F. Custodial Credit Risk

The County's investment policy requires securities, with the exception of certificates of deposits, to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the County to be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

As of September 30, 2018, the County's securities portfolio was held with a third-party custodian as required by the County's investment policy.

G. Concentration of Credit Risk

The County's investment policy establishes asset allocation and issuer limits on the following investments to reduce concentration of credit risk of the County's investment portfolio:

	Asset Allocation Maximum	Individual Issuer Limit
United States Government Securities	100%	N/A
United States Government Agencies (1)	100%	40%
Federal Instruments (1)	50%	25%
Interest Bearing Time Deposit or Saving Account	50%	15%
Repurchase Agreements	20%	10%
Commercial Paper	25%	5%
Corporate Notes	25%	5%
Agency Mortgage-Backed Securities	25%	25%
Asset-Backed Securities	25%	5%
Bankers' Acceptances	10%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5%
Registered Investment Companies (Money Market Mutual Funds)	50%	25%
Intergovernmental Investment Pool (2)	75%	50%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives

NOTE 3 – CAPITAL ASSETS

A. Changes in Capital Assets

The following show the changes in capital assets of governmental activities:

	Primary Government			
Governmental Activities	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Not Being Depreciated:				
Land	$ 60,615,067	$ 3,904,958	$ (8,650)	$ 64,511,375
Construction In Progress	19,585,718	27,131,113	(12,452,823)	34,264,008
Total Capital Assets, Not Being Depreciated	80,200,785	31,036,071	(12,461,473)	98,775,383
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	233,745,208	2,029,133	-	235,774,341
Equipment	139,051,028	8,360,191	(2,926,174)	144,485,045
Intangible Computer Software	8,698,164	82,714	-	8,780,878
Infrastructure	825,604,696	41,746,654	(130,443)	867,220,907
Total Capital Assets Being Depreciated	1,207,099,096	52,218,692	(3,056,617)	1,256,261,171
Less Accumulated Depreciation For:				
Buildings and Improvements	(111,205,704)	(7,186,149)		(118,391,853)
Equipment	(114,168,134)	(8,206,395)	2,854,065	(119,520,464)
Intangible Computer Software	(6,010,752)	(620,040)	-	(6,630,792)
Infrastructure	(500,840,119)	(31,174,123)	25,715	(531,988,527)
Total Accumulated Depreciation	(732,224,709)	(47,186,707)	2,879,780	(776,531,636)
Total Capital Assets, Being Depreciated, Net	474,874,387	5,031,985	(176,837)	479,729,535
Governmental Activities Capital Assets, Net	$ 555,075,172	$ 36,068,056	$ (12,638,310)	$ 578,504,918

The following is a summary of governmental activities depreciation and amortization expense by function. As used in this section, the term depreciation includes amortization of intangible assets:

Depreciation Governmental Activities:	
General Government	$ 11,463,736
Public Safety	10,056,918
Physical Environment	1,572,467
Transportation	16,217,213
Economic Environment	981,900
Human Services	109,395
Culture/Recreation	6,438,037
Court Related	279,289
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	67,752
Total Depreciation Expense - Governmental Activities	$ 47,186,707

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	5,214,972	-	(246,260)	4,968,712
Total Capital Assets, Not Being Depreciated	11,008,241	-	(246,260)	10,761,981
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,292,723	48,427	-	37,341,150
Equipment	27,482,200	1,935,506	(1,855,487)	27,562,219
Intangible Computer Software	176,255	-	-	176,255
Infrastructure	45,177,511	4,479,531	-	49,657,042
Total Capital Assets Being Depreciated	110,128,689	6,463,464	(1,855,487)	114,736,666
Less Accumulated Depreciation For:				
Buildings and Improvements	(28,143,822)	(876,352)	-	(29,020,174)
Equipment	(18,531,186)	(1,636,808)	-	(20,167,994)
Intangible Computer Software	(176,255)	(2,499,312)	1,723,345	(952,222)
Infrastructure	(24,550,519)	-	-	(24,550,519)
Total Accumulated Depreciation	(71,401,782)	(5,012,472)	1,723,345	(74,690,909)
Total Capital Assets, Being Depreciated, Net	38,726,907	1,450,992	(132,142)	40,045,757
Total Business-Type Activities Capital Assets, Net	$ 49,735,148	$ 1,450,992	$ (378,402)	$ 50,807,738

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 3,009,641
Inspections Fund	34,754
Emergency Medical Service Fund	1,190,376
Bay Center Fund	777,701
Total Depreciation Expense - Business-type Activities	$ 5,012,472

B. Summaries of Capital Assets

The following summarizes capital assets found on the statement of net position for governmental activities and business-type activities:

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Capital Assets, Not Being Depreciated:			
Land	$ 64,511,375	$ 5,793,269	$ 70,304,644
Construction In Progress	34,264,008	4,968,712	39,232,720
Total Capital Assets, Not Being Depreciated:	98,775,383	10,761,981	109,537,364
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	235,774,341	37,341,150	273,115,491
Equipment	144,485,045	27,562,219	172,047,264
Intangible Computer Software	8,780,878	176,255	8,957,133
Infrastructure	867,220,907	49,657,042	916,877,949
Capital Assets, Being Depreciated:	1,256,261,171	114,736,666	1,370,997,837
Less: Accumulated Depreciation	(776,531,636)	(74,690,909)	(851,222,545)
Total Capital Assets, Being Depreciated, Net:	479,729,535	40,045,757	519,775,292
Total Capital Assets, Net	$ 578,504,918	$ 50,807,738	$ 629,312,656

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2018:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 278,515	$ 78,320
County Jail Facility	16,016,680	120,632,185
Environmental Projects	7,936,951	6,426,343
Road & Bridge Projects	24,188,757	24,720,908
Pensacola Beach Projects	2,381,827	1,420,135
Economic Development Projects	13,508,104	2,655,958
Parks Projects	396,236	133,456
Toll Facility Projects	606,340	3,423,652
Vehicles and Equipment	27,589	1,320,712
Transit	76,110	223,990
Community Redevelopment Projects	129,397	123,373
Disaster Recovery-Flood Projects	271,934	164,920
Total	$ 65,818,440	$ 161,323,952
Business Type Activities		
Solid Waste Landfill Projects	$ 4,559,391	$ 3,880,797
Public Safety Equipment	-	9,999
Total	$ 4,559,391	$ 3,890,796

D. Discretely Presented Component Units

Capital assets activity for the Santa Rosa Island Authority, a discretely presented component unit, for the year ended September 30, 2018, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Being Depreciated:				
Buildings	1,127,549	-	-	1,127,549
Improvements other than Buildings	10,807	-	-	10,807
Equipment	239,035	8,157	(10,483)	236,709
Total Capital Assets Being Depreciated	1,377,391	8,157	(10,483)	1,375,065
Less Accumulated Depreciation For:				
Capital Assets	(754,360)	(44,446)	10,483	(788,323)
Capital Assets, Net	$ 623,031	$ (36,289)	$ -	$ 586,742

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 44,446
Total Depreciation Expense - Component Unit	$ 44,446

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2018 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 2,245,530	$ 462,790
Major Special Revenue Funds:		
Mass Transit	-	2,000,000
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	234,153
Non-major Funds:		
Special Revenue Funds	188,189	571,894
Internal Service Fund	835,118	-
	$ 3,268,837	$ 3,268,837

	Advances Receivable from Other Funds	Advances Payable to Other Funds
Major Funds:		
Major Special Revenue Funds:		
Disaster Recovery Fund	$ -	$ 10,993,433
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	13,745,005	-
Non-major Funds:		
Special Revenue Funds	-	2,751,572
	$ 13,745,005	$ 13,745,005

Interfund receivables and payables resulted primarily from revenues accrued in certain funds that are transferred to other funds. Advances consist primarily of transactions between funds to finance operations, provide services, construction of assets and to service debt.

	Transfers In	Transfers Out
Major Funds:		
General Fund	$ 7,422,396	$ 13,330,053
Major Special Revenue Funds:		
Mass Transit Authority	-	23,837
CRA	17,500	-
Major Capital Project Fund:		
2017 Series Capital Project Fund	6,174,261	-
Mass Transit Authority - FTA Capital Fund	23,837	-
Local Option Sales Tax (LOST)	-	13,299,545
Major Enterprise Fund:		
Solid Waste Fund	-	381,297
Emergency Medical Service Fund	-	3,596,251
Non-major Funds:		
Special Revenue Funds	8,768,815	7,513,757
Debt Service Funds	14,442,290	-
Enterprise Funds	1,300,000	-
Internal Service Fund	-	4,359
	$ 38,149,099	$ 38,149,099

Transfers to or from other funds are based on budgetary requirements. Transfers are also used to move pledged revenue for debt service from the funds collecting the revenue to the debt service fund as required for bond coverage.

NOTE 5 – OTHER ASSETS

A summary of other assets as of September 30, 2018 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,431	$ 2,218,838	$ 2,231,269
City of Pensacola receivable	-	3,200,000	3,200,000
IHMC loan receivable	-	7,939,911	7,939,911
SRIA loan receivable	-	3,745,000	3,745,000
PDC lease receivable	3,237,456	-	3,237,456
	$ 3,249,887	$ 17,103,749	$ 20,353,636

A. PEDC Receivable

The County has an interlocal agreement with the Pensacola Economic Development Commission (PEDC) to fund the development of the Downtown Technology Park Infrastructure. The majority of the funding source is from Local Option Sales Tax. There is no time limitation on the repayment; however, net proceeds from the sale of each Downtown Technology Park lot will be applied to the outstanding balance.

B. City of Pensacola Receivable

The County has an interlocal agreement with the City of Pensacola relating to the funding of a capital construction project at the Pensacola International Airport to aid in the development and improvement of the local economy. Under this agreement, the County provided $3.2 million to the City to assist with this project and the funds are required to be repaid no later than December 31, 2019.

C. IHMC Note Receivable

On November 14, 2013, the County and the Florida Institute for Human and Machine Cognition, Inc., (IHMC) entered into an agreement whereby the County's LOST Fund committed to loan up to $12 million to IHMC for paying off existing indebtedness and expansion of facilities in downtown Pensacola. As of September 30, 2018 the cumulative amounts borrowed by IHMC totaled $11,994,700. The remaining available amount of $5,300 will be utilized to pay debt service. The loan bears interest at 3.14% and is payable to the County over a 15 year period under a payment plan whereby fixed payments are required based upon the assumption that all $12 million was drawn by IHMC at inception of the agreement. The principal balance owed at September 30, 2018 was $7,939,911. IHMC is committed to making the following payments to the County under the payment plan:

Year	
2019	$ 1,012,067
2020	1,011,736
2021	1,011,684
2022	1,011,878
2023	1,011,287
2023-2028	5,058,682
	$ 10,117,334

D. SRIA Note Receivable

On September 30, 2014, the County and the Santa Rosa Island Authority (SRIA) entered into an interlocal agreement with the County for the County to provide up to $8.5 million of financing for sand re-nourishment and restoration on Santa Rosa Island. During prior years SRIA borrowed the entire $8.5 million under this agreement at a variable interest rate. The loan is payable to the County over a 7 year period under a payment plan whereby fixed payments are required based on the assumption that all $8.5 million was drawn by SRIA at inception of the agreement. The principal balance owed at September 30, 2018 was $3,745,000. SRIA is committed to making the following payments to the County under the payment plan:

Year		
2019	$	1,230,000
2020		1,250,000
2021		1,265,000
	$	3,745,000

E. PDC Capital Lease Receivable

The County has a capital lease agreement with Pensacola Developmental Center (PDC) for 7.08 acres of property and buildings used as an intermediate care facility for the developmentally disabled. The lease provides for transfer of ownership of the buildings and property at the conclusion of the lease. Terms of the lease include monthly payments of principal and interest at 5% per annum. The lease expires June 30, 2036.

The remaining lease payments are a deferred inflow of resources of the General Fund. As of September 30, 2018 future lease payments totaling $3,237,456 consists of principal of $2,143,309, and interest of $1,094,147. In the government-wide financial statements, only the interest is reported as a deferred inflow.

The future capital lease receivable and the net present value of the minimum lease payments as of September 30, 2018, were as follows:

Capital Lease Receivable		
Balance 10/01/2017	$	2,216,539
Additions		-
Principal reductions		(73,230)
Balance 09/30/2018	$	2,143,309

Future Lease Payments		
2019	$	182,392
2020		182,392
2021		182,392
2022		182,392
2023		182,392
2024-2036		2,325,496
Total minimum lease payment		3,237,456
less: amount representing interest		(1,094,147)
Present value of minimum lease payments	$	2,143,309

NOTE 6 - LONG TERM LIABILITIES

A. Schedule of Changes in Long Term Liabilities

The County's outstanding long-term debt includes bonds payable, revenue notes payable, claims payable, compensated absences, other post employment benefits, net pension liability-proportionate share, claims and judgments, accrued landfill closure costs, and remediation costs.

The following is a schedule of changes in the County's long term liabilities for the fiscal year ended September 30, 2018:

	Balance 10/1/17	Additions	Reductions	Balance 9/30/2018	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 118,395,000	$ -	$ (2,850,000)	$ 115,545,000	$ 2,925,000
Revenue notes payable	55,658,000	-	(5,174,000)	50,484,000	5,293,000
Bonds/notes payable	174,053,000	-	(8,024,000)	166,029,000	8,218,000
Unamortized Bond Issue Premiums	10,593,411	-	(365,290)	$ 10,228,121	-
Total bonds/notes payable	184,646,411	-	(8,389,290)	176,257,121	8,218,000
Claims payable	9,785,464	1,854,869	(1,668,412)	9,971,921	3,168,831
Compensated absences	26,821,429	15,181,748	(14,950,852)	27,052,325	2,705,233
Net other post employment benefits	19,366,318	21,969	-	19,388,287	-
Net pension liability *	186,456,762	-	(2,564,764)	183,891,998	-
Pollution remediation obligation	155,000	25,000	-	180,000	120,000
Governmental activities long-term liabilities	$ 427,231,384	$ 17,083,586	$ (27,573,318)	$ 416,741,652	$ 14,212,064
Business-type Activities:					
Compensated absences	$ 1,264,029	$ 1,001,084	$ (903,622)	$ 1,361,491	$ 136,150
Net other post employment benefits	999,605	-	(73,528)	926,077	-
Net pension liability *	16,582,917	-	(247,284)	16,335,633	-
Landfill closure costs	15,705,217	777,851	-	16,483,068	74,693
Business-type activities Long-term liabilities	$ 34,551,768	$ 1,778,935	$ (1,224,434)	$ 35,106,269	$ 210,843

* presented net increases (decreases)

Compensated absences, other net post employment benefits, and net pension liability will be liquidated in future periods primarily by the General Fund.

B. Bonds and Notes Payable

The County has revenue bonds and revenue notes payable outstanding at year end. As of September 30, 2018, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2018:

	Purpose of Issue	Amount Issued	Amount Outstanding	Interest Rates	Final Maturity
Governmental Activities:					
Revenue Bonds:					
Capital Improvement Refunding Revenue Bond					
Series 2011	Refunding	$ 19,345,000	$ 13,955,000	3.780%	10/1/2031
Sales Tax Refunding Revenue Bond					
Series 2011	Refunding	29,535,000	24,030,000	3.719%	10/1/2031
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	77,560,000	2%-5%	10/1/2047
Total Revenue Bonds			115,545,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 36,900,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	1,270,000	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2013	Capital Project	12,000,000	8,569,000	3.816%	10/1/2028
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	3,745,000	1.390%	10/1/2021
Total Revenue Notes			50,484,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 166,029,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2018. The following table reports the revenues, sometimes net of related operating expenses, pledged for each debt issue, the amount of such revenues received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds and notes at September 30, 2018:

Governmental Activities	**Revenue Pledged**	**Current Year Total Revenue**	**Pledged Outstanding Principal & Interest**	**Estimated Revenue Percentage Pledged**	**Principal & Interest Paid**	**Maturity Calandar Year**
Revenue Bonds and Notes:						
Capital Improvement Refunding Revenue Bond Series 2011	Non-Ad valorem	$ 1,395,101	$ 17,873,172	99%	$ 1,395,173	2031
Sales Tax Refunding Revenue Bond Series 2011	Half Cent Sales Tax	25,920,787	30,664,089	9.1%	2,397,059	2031
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	25,920,787	154,724,500	20.6%	4,197,000	2047
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	25,920,787	45,692,385	12.6%	3,101,930	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	10,201,572	1,290,307	12.6%	1,289,279	2019
Capital Improvement Revenue Note Series 2013	Non-Ad valorem	1,058,730	10,450,813	99%	1,058,790	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,284,444	3,849,598	100%	1,283,944	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 264,544,864		$ 14,723,175	

D. Compensated Absences

Compensated absences are accrued in proprietary funds at year end. The County does not accrue compensated absences in governmental funds; however, compensated absences paid in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of compensated absences as of September 30, 2018:

	Balance 10/1/17	Additions	(Reductions)	Balance 9/30/18
Governmental Activities:				
Board of County Commissioners	$ 12,969,811	$ 7,636,071	$ (7,362,739)	$ 13,243,143
Clerk	628,895	195,287	(264,396)	559,786
Property Appraiser	388,650	335,540	(313,944)	410,246
Supervisor of Elections	183,470	83,565	(73,901)	193,134
Sheriff	11,173,699	5,973,014	(5,919,123)	11,227,590
Tax Collector	506,009	359,865	(409,867)	456,007
Internal Service Fund - BCC	283,078	154,228	(161,870)	275,436
Internal Service Fund - Clerk	687,817	444,178	(445,012)	686,983
	$ 26,821,429	$ 15,181,748	$ (14,950,852)	$ 27,052,325
Business-type Activities:				
Solid Waste Fund	$ 527,501	$ 224,246	$ (233,941)	$ 517,806
Inspection Fund	330,673	183,578	(159,914)	354,337
Emergency Medical Service Fund	405,855	593,260	(509,767)	489,348
	$ 1,264,029	$ 1,001,084	$ (903,622)	$ 1,361,491

E. Other Post Employment Benefits (OPEB)

Other Post Employment Benefits (OPEB) are accrued in proprietary funds at year end. The County does not accrue OPEB in governmental funds; however, these benefits in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of OPEB as of September 30, 2018:

	Balance 10/1/17	Additions	(Reductions)	Balance 9/30/18
Governmental Activities:				
Governmental Activities	$ 19,366,318	$ 21,969	$ -	$ 19,388,287
	$ 19,366,318	$ 21,969	$ -	$ 19,388,287
Business-type Activities:				
Solid Waste Fund	$ 206,111		$ (15,161)	$ 190,950
Emergency Medical Service Fund	638,167	-	(46,941)	591,226
Inspections Fund	155,327	-	(11,426)	143,901
	$ 999,605	$ -	$ (73,528)	$ 926,077

F. Net Pension Liability

The following is a summary schedule of the net pension liability as of September 30, 2018:

Net pension liability FRS

	Balance 10/1/17	Increase (Decrease)	Balance 9/30/18
Governmental Activities:			
Governmental Activities	$ 150,234,441	$ (1,865,003)	$ 148,369,438
	$ 150,234,441	$ (1,865,003)	$ 148,369,438
Business-type Activities:			
Solid Waste Fund	$ 1,554,216	$ (19,100)	$ 1,535,116
Inspections Fund	1,306,520	(15,334)	1,291,186
Emergency Medical Service Fund	10,580,394	(145,381)	10,435,013
	$ 13,441,130	$ (179,815)	$ 13,261,315
Total NPL FRS	**$ 163,675,571**	**$ (2,044,818)**	**$ 161,630,753**

Net pension liability HIS

	Balance 10/1/17	Increase (Decrease)	Balance 9/30/18
Governmental Activities:			
Governmental Activities	$ 36,222,321	$ (699,761)	$ 35,522,560
	$ 36,222,321	$ (699,761)	$ 35,522,560
Business-type Activities:			
Solid Waste Fund	$ 394,527	$ (7,168)	$ 387,359
Inspections Fund	303,879	(5,753)	298,126
Emergency Medical Fund	2,443,381	(54,548)	2,388,833
	$ 3,141,787	$ (67,469)	$ 3,074,318
Total NPL HIS	**$ 39,364,108**	**$ (767,230)**	**$ 38,596,878**

Governmental Activities:	$ 186,456,762	$ (2,564,764)	$ 183,891,998
Business-type Activities:	16,582,917	(247,284)	16,335,633
Total NPL	**$ 203,039,679**	**$ (2,812,048)**	**$ 200,227,631**

G. Debt Service Requirements

The following schedule shows debt service requirements to maturity for the County's bonds payable and notes payable:

Governmental Activities:

Fiscal Year	Revenue Bonds Payable		Revenue Notes Payable		Total
	Principal	Interest	Principal	Interest	
2019	2,925,000	5,108,169	5,293,000	1,454,414	14,780,583
2020	3,020,000	5,002,516	4,121,000	1,332,772	13,476,288
2021	3,115,000	4,888,169	4,220,000	1,223,248	13,446,417
2022	3,225,000	4,764,765	3,045,000	1,113,614	12,148,379
2023	3,340,000	4,636,867	3,130,000	1,018,753	12,125,620
2024-2028	18,485,000	21,101,458	17,080,000	3,575,130	60,241,588
2023-2033	16,805,000	17,287,366	13,595,000	1,081,172	48,768,538
2034-2038	18,465,000	13,523,250	-	-	31,988,250
2039-2043	23,155,000	8,828,750	-	-	31,983,750
2044-2047	23,010,000	2,575,451	-	-	25,585,451
Total	$ 115,545,000	$ 87,716,761	$ 50,484,000	$ 10,799,103	$ 264,544,864

The following schedule shows the minimum and maximum future principal installments.

Governmental Activities:	**Annual Principal Installment Amounts**			
Revenue Bonds:				
Capital Improvement Refunding Revenue Bond, Series 2011	$ 885,000	to	$	1,280,000
Sales Tax Refunding Revenue Bond, Series 2011	$ 1,530,000	to	$	2,205,000
Sales Tax Revenue Bond, Series 2017	$ 510,000	to	$	6,180,000
Revenue Notes:				
Sales Tax Refunding Revenue Note, Series 2012	$ 2,050,000	to	$	5,225,000
Tourist Development Refunding Revenue Note, Series 2012	$ 1,270,000	to	$	1,270,000
Capital Improvement Revenue Note, Series 2013	$ 743,000	to	$	981,000
Capital Improvement Revenue Note, Series 2014	$ 1,230,000	to	$	1,265,000

H. Long-Term Debt – Bonds and Notes

The **Sales Tax Refunding Revenue Bond, Series 2011** in the aggregate amount of $29,535,000 was issued on October 21, 2011. The bonds have a fixed interest rate of 3.060% and a maturity date of October 1, 2031. The proceeds of this bond were used to advance refund a portion of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax.

The **Capital Improvement Refunding Revenue Bond, Series 2011** in the aggregate amount of $19,345,000 was issued on December 9, 2011. The Bonds have a fixed interest rate of 3.110% and a maturity date of October 1, 2031. The proceeds of the 2011 Bond were used to advance refund all of the outstanding Capital Improvement Revenue Bonds Series 2002. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues.

The **Sales Tax Refunding Revenue Note, Series 2012** in the aggregate amount of $48,040,000 was issued on August 1, 2012. The Note has a fixed interest rate of 2.820% and a maturity date of October 1, 2032. The proceeds of the 2012 Note refunded on a current basis the balance of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the local Government Half-Cent Sales Tax.

The **Tourist Development Refunding Revenue Note, Series 2012** in the aggregate amount of $8,406,000 was issued on November 19, 2012. The note has a fixed interest rate of 1.599% and a maturity date of October 1, 2019. The proceeds of this note advance refunded the Tourist Development Revenue Refunding Bond, Series 2002; authorized for the purpose of the acquisition, construction, reconstruction of certain transportation facilities and certain beach nourishment improvements. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues, and certain pledged revenues consisting of amounts received by the County as proceeds of the local Tourist Development Tax.

The **Capital Improvement Revenue Note, Series 2013** in the amount of $12,000,000 was issued on November 14, 2013. The Note has a fixed interest rate of 3.140% and a maturity date of October 1, 2028. The proceeds were used to reimburse the LOST fund for acquisition and construction of certain transportation and drainage related capital improvements of the County. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Capital Improvement Revenue Note, Series 2014** in the amount of $8,500,000 was issued on September 30, 2014. The Note has a fixed interest rate of 1.390% and a maturity date of October 1, 2021. The proceeds of this note, in addition to matching funds approved by the State of Florida, were used to re-nourish 8.2 miles of Pensacola Beach located on Santa Rosa Island. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Sales Tax Revenue Bond, Series 2017** for a par amount of $78,060,000 and a net premium of $10,682,424 was issued on June 22, 2017. The bonds have coupon rates ranging from 2% to 5%, with the yield ranging from .93% to 3.69% and a maturity date of October 1, 2047. The proceeds of this bond are reported in the 2017 Capital Projects fund and are being used for the construction of the new Jail Facility. The bond is secured by certain pledged revenues consisting of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax. As of September 30, 2018 there were unspent proceeds and net premium of $78,219,710.

I. Conduit Debt Obligations

Conduit debt obligations have been established in the County's name by private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans and leases. Neither the County, nor the State, nor any political subdivision thereof, is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of September 30, 2018, the outstanding conduit debt of Escambia County is $370,950,000.

J. Landfill Closure and Postclosure Care Liability

State and federal laws and regulations require the County to place a final cover on its landfill when closed and to perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. The cost of closure and postclosure care is allocated based on landfill capacity used to date and the type of waste being collected. The Beulah, Klondike, Mobile Highway, and Camp Five landfills are closed. Perdido Landfill is the only currently open landfill. Perdido Landfill design life is 66 years and future landfill cells will provide disposal capacity through 2055.

As of September 30, 2018, Perdido Landfill's Class I capacity is at 43.94%, leaving an estimated life of thirty seven (37) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2018, is $16,483,068. The remaining closure and postclosure costs to be recognized, based upon the current engineering estimates are $21,370,619, and will be recognized as the remaining estimated capacity is used. All amounts recognized are based on an estimate by the County's engineers of the cost to perform all closure and postclosure care as of September 30, 2018. Actual costs may be different due to inflation, deflation, changes in technology, or changes in laws and regulations. The landfill is in the process of expansion to add additional capacity and useful life.

The County is required by state and federal laws and regulations to establish escrow accounts for closure and postclosure costs of the landfill. The County has complied with these requirements by depositing required amounts into a landfill management escrow account. Any balance in the account is reported as a restricted asset on the statement of net position of the Solid Waste Enterprise Fund. The restricted escrow balance as of September 30, 2018 is $9,219,916.

Closure and Postclosure Care Liability:

	2018	2017
Current	$ 74,693	$ 78,066
Long-term	16,408,375	15,627,151
Total Liability	$ 16,483,068	$ 15,705,217

K. Pollution Remediation Obligation

The County has identified potential pollution sites within the County which may require remediation. The county tracks, but does not report a liability for sites which are part of the State of Florida Department of Environmental Protection (FDEP) cleanup program funded by the State. Information on these locations and on scoring of projects is located on the FDEP website at www.dep.state.fl.us./waste.

The former Escambia County Mosquito Control Facility pollution remediation expenditures were approximately $52,000 during fiscal year 2018. Revised estimates for projected costs through 2019 are $100,000.

Pollution remediation obligations are an estimate and subject to changes resulting from price increases or reductions, technology or changes in applicable laws or regulations. The government does not expect to recover any amounts for remediation cost from any other party. The total pollution remediation obligation reported at September 30, 2018 in the governmental activities statement of net position is estimated to be approximately $180,000.

NOTE 7 - RISK MANAGEMENT PROGRAM

The County maintains a risk management program whereby the County is responsible for specific workers' compensation, general property and casualty, and auto liability claims. The risk management program is additionally responsible for active employee and retiree medical, prescription drug, and dental plans. The Santa Rosa Island Authority and Escambia County Law Library Board are also covered through the County's risk management program. The following are the types of risks and coverage:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – The County is self-insured for liability. Limits, unless immunity is waived, are $200,000 per claim with a $300,000 aggregate limit pursuant to Florida's Sovereign Immunity Statute § 768.28. Property limits are $75 million for all Risks including flood and wind with a $25,000 deductible per occurrence.

Medical – The County offers medical and dental benefits to employees and retirees, under self-insured plans administered by Florida Blue and Delta Dental. Effective January 1, 2016 medical limits are self-insured for $250,000 annually per covered individual, with annual $1,000,000 aggregate stop loss coverage.

The County currently reports all of its risk management activities, including claims liabilities, in the Internal Service Fund. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities on workers compensation, casualty and property claims prior to June 9, 2008 include an amount for claims that have been incurred but not reported (IBNR). The claims liabilities totaling $9,971,921 reported in the Internal Service Fund at September 30, 2018 are actuarially determined based on historical and current information regarding the Fund. There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

Changes in the estimated liability for self-insured losses for the past two years are as follows:

Workers compensation, casualty & property:

	2018	2017
Unpaid claims, beginning	$ 8,680,464	$ 9,369,181
Claims incurred and changes in estimates	1,260,869	7,599,557
Less: claims paid	(1,668,412)	(8,288,274)
Unpaid claims, ending	$ 8,272,921	$ 8,680,464
Estimated claims due within one year	(1,469,831)	(1,627,972)
Estimated claims due longer than one year	$ 6,803,090	$ 7,052,492

Medical:

	2018	2017
Unpaid claims, beginning	$ 1,105,000	$ 897,000
Changes in estmates	594,000	208,000
Claims incurred	22,596,188	36,884,506
Less: claims paid	(22,596,188)	(36,884,506)
Unpaid claims, ending	$ 1,699,000	$ 1,105,000
Estimated claims due within one year	(1,699,000)	(1,105,000)
Estimated claims due longer than one year	$ -	$ -

NOTE 8 - RETIREMENT SYSTEM

The County participates in the Florida Retirement System (FRS) which is a cost sharing multiple employer contributory retirement system administered by the State of Florida (State). The FRS was established in 1970 by Chapter 121, Florida Statutes. In 2002 the FRS was amended to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. Chapter 112, Florida Statutes established the Retiree Health Insurance Subsidy (HIS) Program, a cost–sharing multiple employer defined benefit pension plan to assist retired members of any state-administered retirement system in paying the cost of health insurance.

The State of Florida Retirement System issues a publicly available stand-alone financial report (CAFR) which includes financial statements and required supplementary information. Also available are the pension systems actuarial reports to support the schedules of employer allocations and schedules of pension amounts by employer. These reports are available on the division's website at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The CAFR and actuarial reports may also be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000

850-488-5706 or toll free 877-377-1737

There are six classes of membership applicable to the County. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5 percent benefit reduction for each year prior to the normal retirement age.

- ***Regular Class, Senior Management Service Class, and Elected Officers' Class Members –*** For members initially enrolled in the FRS before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.

- ***Special Risk Class and Special Risk Administrative Support Class Members*** – For members initially enrolled in the FRS before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty- five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

- **The Deferred Retirement Option Program (DROP)** is available under the FRS Pension Plan when the member first reaches eligibility for normal retirement. The DROP allows a member to retire while continuing employment for up to 60 months.

FRS Membership and Plan Benefits - The FRS Pension Plan provides retirement and disability benefits, death benefits and survivor's benefits. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are established by State Statutes. Retirement benefits are based on a formula comprised of age, average compensation, length of FRS service, and membership class. Average compensation is computed as the average of an individual's five highest years of earnings for employees hired before July 1, 2011 or eight highest years of earnings for employees hired on or after July 1, 2011. The amount of benefit payments is also affected by the retirement income option chosen by the plan participant.

Pension plan participants may choose to receive benefit in retirement under one of four options which will include a 3% cost-of-living adjustment each July (adjustments are only applicable for FRS service earned prior to July 1, 2011).

If a pension plan participant leaves FRS-covered employment, the pension plan benefit is frozen until the employee returns to FRS-covered employment or begins receiving early or normal retirement benefit.

HIS Membership and Plan Benefits - The HIS membership is available to all members within the FRS and defined contribution Investment Plan. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to section 112.363 Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Contribution Requirements -The County is required to contribute at an actuarially determined rate; these rates are a percent of annual covered payroll. Employees are required to contribute 3% of their annual salary, while members participating in DROP are not required to make the 3% contribution. The County's contractually required contribution rate includes the HIS contribution, .06% administrative and educational fee and any applicable unfunded actuarial liability "UAL" rates. The HIS required contribution rate is 1.66% for both the 2018 and 2019 FRS plan years. This contribution when combined with the employee contribution is expected to finance the cost of the benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Descriptions and contribution rates in effect during the period ended September 30, 2018 and two preceding FRS fiscal years are as follows:

	7/1/18-9/30/18	7/1/17-6/30/17	7/1/16-6/30/16	7/1/15-6/30/16
Regular Class - Members not qualifying for other classes:	8.26%	7.92%	7.52%	7.26%
Senior Management:	24.06%	22.71%	21.77%	21.43%
Elected Officials Class:	48.70%	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP):	14.03%	13.26%	12.99%	12.88%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	24.50%	23.27%	22.57%	22.04%
Special Risk Administrative Support:	34.98%	34.63%	28.06%	32.95%

For the years ending September 30, 2018, 2017, 2016, the County contributed $19,300,469, $17,499,025, and $16,500,788 respectively, equal to 100% of the required contributions for each year.

The Florida Legislature has the authority for establishing or amending retirement legislation and related bills of significance to members of the Florida Retirement System (FRS). Passed bills are presented to the Governor and approved before they may be enacted into law.

Net pension liability, deferred outflows/inflows of resources and pension expense related to the County defined benefit pension plan

At September 30, 2018, the County reported a liability of $200,227,631 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1,

2018. The County's proportion of the net pension liability was based on the County's long-term share of contributions to the FRS relative to the contributions of all participating governments. At June 30, 2018, the County's change in proportion was decreased from its proportion measured as of June 30, 2017.

The following table presents the information on the County's proportionate share of the FRS and HIS:

	FRS	HIS	County Total
Proportionate Share of Net Pension Liability at June 30, 2018	$ 161,630,752	$ 38,596,879	$ 200,227,631
County's proportion at June 30, 2018	0.0053661	0.0036467	
County's proportion at June 30, 2017	0.0055334	0.0036815	
Change in proportion during current year	-0.0001673	-0.0000348	

For the fiscal year ended September 30, 2018, the County recognized pension expense of $13,479,141.

At September 30, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS		County Total
	Deferred Outflow	Deferred Inflow	Deferred Outflow	Deferred Inflow	Deferred Outflow (Deferred Inflow)
Differences between expected and actual experience	$ 13,692,554	$ 496,975	$ 590,901	$ 65,575	$ 13,720,905
Changes in assumptions	52,813,069	-	4,292,450	4,080,785	53,024,734
Net difference between projected and actual earnings on pension plan investments	-	12,487,946	23,298	-	(12,464,648)
Changes in proportion and differences between County contributions and proportionate share of contributions	10,682,742	8,500,805	3,519,429	2,508,880	3,192,486
County contributions subsequent to the measurement date	3,908,162	-	473,257	-	4,381,419
	$ 81,096,527	$ 21,485,726	$ 8,899,335	$ 6,655,240	$ 61,854,896

The $4,381,419 reported as deferred outflows related to pensions resulting from the County's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2019. The significant change in assumption was the decrease in the discount rate. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Reporting year Ending Sept 30,	FRS	HIS	County Total Deferred Outflow (Deferred Inflow)
2019	$ (21,581,546)	$ (1,236,787)	$ (22,818,333)
2020	(14,728,508)	(1,232,212)	(15,960,720)
2021	(2,053,586)	(863,248)	(2,916,834)
2022	(9,807,258)	(193,890)	(10,001,148)
2033	(6,557,711)	1,203,525	(5,354,186)
Thereafter	(974,030)	551,774	(422,256)
TOTALS	$ (55,702,639)	$ (1,770,838)	$ (57,473,477)

The total FRS pension liability as of the actuarial valuation date of July 1, 2018 was determined based on the discount rate using the following actuarial assumptions, applied to all periods included in the measurement. The total pension liability is calculated using the Individual Entry Age Normal cost allocation method, which differs from the Ultimate Entry Age Normal cost allocation method used in the funding valuation for the system.

FRS actuarial methods and assumptions are:

Valuation Date	7/1/2018
Measurement Date	6/30/2018
Actuarial cost allocation method	Individual Entry Age Normal
Amortization method	Level Percentage of Pay, Closed
Equivalent single amortization period	30 years
Asset valuation method	Fair market value
Actuarial Assumptions:	
Discount rate	7.00%
Long-term expected rate of return, net of investment expense, including inflation	7.00%
Municipal bond rate	N/A
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

HIS actuarial methods and assumptions are:

Valuation Date	7/1/2018
Measurement Date	6/30/2018
Actuarial Assumptions:	
Discount rate	3.87%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.87%
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

The actuarial assumptions that determined the total pension liability as of June 30, 2018 were based on the results of an actuarial experience study for the period of July 1, 2008 – June 30, 2013.

The discount rate used for calculating the total FRS pension liability was 7.0%, The FRS plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

The long term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of returns for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	2.9%	2.9%	1.8%
Fixed income	18%	4.4%	4.3%	4.0%
Global equity	54%	7.6%	6.3%	17.0%
Real estate	11%	6.6%	6.0%	11.3%
Private equity	10%	10.7%	7.8%	26.5%
Strategic investments	6%	6.0%	5.7%	8.6%
	100.0%			
Assumed Inflation - Mean			2.6%	1.9%

(1) As outlined in the Plan's investment policy

Sensitivity of the County's proportionate share of the pension liability to changes in the discount rate is calculated using the discount rate for the respective plans, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

FRS Net Pension Liability (Asset)		
1% decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
$ 294,982,901	$ 161,630,752	$ 50,873,908

HIS Net Pension Liability (Asset)		
1% decrease 2.87%	Current Discount Rate 3.87%	1% Increase 4.87%
$ 43,959,583	$ 38,596,879	$ 34,126,754

Detailed information about the pension plan's fiduciary net position is available in the separately issued FRS financial report.

NOTE 9 - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

Other postemployment benefits are provided by the County in the form of life and health insurance for pre-Medicare eligible retirees at the same rate as active participants. In health insurance plans where a government's retirees and current employees are insured together as a group, the premiums paid by the retirees may be lower than they would have been if the retirees were insured separately. This is called an *implicit rate subsidy*. Under this single-employer OPEB plan, benefit provisions are essentially the same for the Board of County Commissioners and all of the other Constitutional Officers, except for the Sheriff, who maintains a separate health insurance contract and therefore has different costs associated with the premium payments on behalf of the Sheriff's employees.

A stand-alone financial report is not prepared for the OPEB plan.

The County has the authority to establish and amend the OPEB funding policy, and is not required by law or other contractual agreement to provide funding for the implicit rate subsidy other than the pay-as-you-go amount necessary to provide current benefits for participants in its health insurance plan. Post-employment benefits are extended to retirees and continued at the discretion of the Employer, which reserves the right (subject to State Statutes and any collective bargaining agreements) to change or terminate benefits and to change premium contributions required from retirees in the future. There is no

separate trust through which benefits for retirees are funded. No assets are currently accumulated or earmarked for this purpose. All approved benefits are paid from the Employer's general assets when due.

The County is required to recognize the net OPEB liability and the OPEB expense on their financial statements, along with the related deferred outflows and inflows of resources. The net OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position.

The following table provides a summary of the number of participants covered by the benefit terms as of the September 30, 2017 measurement date:

Active plan members	2,272
Inactive plan members or beneficiaries currently receiving benefits	1,473
Inactive plan members entitled to but not yet receiving benefits	0
Total plan members	3,745

Total OPEB Liability and Changes in OPEB Liability

The County's total OPEB liability of $20,314,364 was measured as of September 30, 2017 and was determined by an actuarial valuation as of that date.

The total OPEB liability in the September 30, 2017 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date:	September 30, 2017
Measurement Date:	September 30, 2017
Methods and Assumptions:	
Actuarial cost method	Individual Entry Age Normal
Inflation	2.50%
Discount Rate	3.50%
Salary Increases	Salary increase rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System; 3.7%-7.8%, including inflation.
Retirement Age	Retriement rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Mortality	Mortality tables used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Healthcare Cost Trend Rates	Based on the Getzen Model, with trend starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .40% increase for excise tax.
Aging factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death".
Expenses	Administrative expenses are included in the per capita health costs.
Other information	Changes in assumptions and other inputs include the change in the discount rate from 3.10% as of the beginning of the measurement period to 3.50% as of September 30, 2017. This change is reflected in the Schedule of Changes in Total OPEB Liablity. There were no benefit changes during the year.

The discount rate Long-Term Municipal Bond Rate was based on the Fidelity General Obligation AA index rate as of September 29, 2017, the most recent date available on or before the measurement date. This is the rate for Fixed Income Market Yield Curve for Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity's 20-year Municipal GO AA Index.

Mortality rates were based pm the RP-2000 Combined Healthy Participant Mortality Table for active members and the RP-2000 Mortality Table for Annuitants for non-disabled inactive members, with mortality improvement projected to all future years from the year 2000 under Projection Scale BB.

There were no changes in benefit terms during the year.

Changes of assumptions and other inputs reflect a change in the discount rate from 3.1% in 2017 to 3.5% in 2018.

The following table shows the Changes the County's Total OPEB liability:

	Total OPEB Liability
Balance at 9/30/2017	$ 20,365,923
Changes for the Year:	
Service Cost	984,332
Interest on Total OPEB liability	647,293
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(743,489)
Benefit payments	(939,695)
Net changes	(51,559)
Balance at 9/30/2018	$ 20,314,364

The County recognized OPEB expense of $1,526,293 during the fiscal year. GASB statement No. 75 states the employer contributions made to the OPEB plan subsequent to the measurement date and before the end of the employer's reporting period should be reported as a deferred outflow of resources.

Differences between expected and actual experience and changes in assumptions are recognized in OPEB expense using a systematic and rational method over a closed period equal to the average of the expected remaining service lives of all employees that are provided with OPEB through the OPEB plan (active employees and inactive employees) determined as of the beginning of the measurement period. At the beginning of the current measurements period, the average of the expected remaining service lives for purposes of recognizing the applicable deferred outflows and inflows of resources established in the current measurement period is 7.5 years, with 6.5 years for Sheriff Employees.

The following table shows the County's total OPEB expense:

	Total
Service cost	$ 984,332
Interest	647,293
Recognition of Outflow/(Inflow) of Resources due to Liabilities	(105,332)
Total OPEB Expense	**1,526,293**

Sensitivity of the total OPEB liability to changes in the discount rate is calculated using the discount rate for the plan. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower, or 1 percentage point higher than the current discount rate:

	1% decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
Total OPEB liability	$ 22,239,269	$ 20,314,364	$ 18,604,534

Sensitivity of the total OPEB liability to changes in the healthcare cost rates is calculated using the assumed trend rates. The following represents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower, or 1 percentage point higher than the current healthcare cost trend rates.

	1% decrease (6.5% decreasing to 3.24%)	Current Healthcare Cost Trend Rate (7.5% decreasing to 4.24%)	1% Increase (8.5% decreasing to 5.24%)
Total OPEB liability	$ 18,893,649	$ 20,314,364	$ 21,997,909

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflow	Deferred Inflow	County Total Deferred Outflow (Deferred Inflow)
Changes in assumptions and other inputs		$ 638,157	$ (638,157)
Estimated benefits paid after the measurement date	1,072,304	-	1,072,304
	$ 1,072,304	$ 638,157	$ 434,147

Amounts reported as deferred outflows related to OPEB resulting from the County's benefits paid after the measurement date will be recognized as a reduction of the net OPEB liability in the year ended September 30, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Reporting year Ending Sept 30,	County Total Deferred Outflow (Deferred Inflow)
2019	$ (105,332)
2020	$ (105,332)
2021	$ (105,332)
2022	$ (105,332)
2023	$ (105,332)
Thereafter	$ (111,497)
TOTALS	$ (638,157)

NOTE 10 – NET POSITION RESTRICTED FOR OTHER PURPOSES

Net position restricted for other purposes in the governmental-wide statement of net position at September 30, 2018 are as follows:

Court-Related	$ 3,680,293
Culture & Recreation	3,555,141
Health	43,616
Resource Conservation	973,359
Records Modernization	2,467,132
Tourism	4,368,890
	$ 15,088,431

NOTE 11 – TAX ABATEMENTS

Escambia County enters into property tax abatement agreements with local businesses under Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances. Escambia County is authorized to grant economic development ad valorem tax exemptions (EDATE) for new and expanding business established in the County meeting certain statutory requirements.

The County may grant an ad valorem tax exemption to eligible new businesses, or improvements to real property which additions are made to facilitate the expansion of an existing business for up to 100% of the assessed value of all improvements to real property made by or for the use of the new or expanded business and tangible personal property of such business for up to 10 years. There are no provisions for recapturing the abated taxes.

For fiscal year ended September 30, 2018, Escambia County abated property taxes totaling $1,834,972 under this program including the following tax abatement agreements that each exceeded $100,000 of the total amount abated:

- A 100% property tax abatement to a provider of financial services for business expansion, which includes construction of office buildings, multi-level parking deck and central energy plant. The abatement amounted to $931,915.

- A 100% property tax abatement to a new light weight containerboard manufacturer for machinery and equipment. The abatement amounted to $545,493.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $171,805
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $106,442.
- There are several smaller value EDATE agreements for new and expanded businesses which range from a 23% to 100% property tax abatement. These cumulative abatements amounted to $79,318.

NOTE 12 – COMMITMENTS AND CONTINGENCY

A. Litigation

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of operations. Claims covered by the risk management self-insurance program are reviewed and losses are accrued as required in the judgment of management. The County is a defendant in various lawsuits. In the opinion of management, based on the advice of legal counsel, the ultimate disposition of lawsuits and claims will not have a material adverse effect on the financial position of the County.

B. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. If expenditures are disallowed as a result of these audits, the claim for reimbursement to the grantor agency would become a liability of the County. In the opinion of management, any such adjustments would not be significant, and therefore do not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2018 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $9,545,636. The deficit is due to expenditures due to the April 2014 flood event, and expenditures that were unreimbursed through grant funding.

NOTE 13 – CHANGE IN ACCOUNTING PRINCIPLE

As discussed earlier, Escambia County adopted GASB Statement No. 75 for Fiscal Year 2018. The implementation of this statement resulted in a restatement (reduction) of beginning net position of approximately $9.1 million in order to record the OPEB liability, related deferred inflows and outflows, and deferred outflows for estimated benefits paid after the measurement date.

	Governmental Activities		Business-type Activities			
	Governmental Activities	Internal Service Fund	Solid Waste Fund	Inspection Fund	Bay Center Fund	Emergency Management Fund
Beginning Net Position, Originally Reported	$ 522,893,480	$ 3,875,074	$56,360,572	$1,969,614	$5,022,050	$ 11,977,338
Change in Accounting from GASB 75 OPEB	(8,714,024)	(34,439)	(73,529)	(55,412)	-	(227,662)
Beginning Net Position, As adjusted	$ 514,179,456	$ 3,840,635	$56,287,043	$1,914,202	$5,022,050	$ 11,749,676

NOTE 14 – SUBSEQUENT EVENTS

On November 28, 2018, the County issued The **Capital Improvement Refunding Revenue Bond, Series 2018** in the aggregate amount of $41,545,000. The Bonds have a fixed interest rate of 5% with yields ranging from 1.98% to 3.25%. Maturity dates are annual from October 1, 2019 through October 1, 2031. The bonds were issued for the purpose of providing funds, together with other available monies, to refund on a current basis the County's Capital Improvement Refunding Revenue Bond, Series 2011, the Sales Tax Refunding Revenue Bond, Series 2011, and, the Capital Improvement Revenue Note, Series 2013 and pay costs of issuance of the bonds. These refunded obligations were authorized to finance the cost of certain capital improvement projects of the County, and were retired in full on the date of issuance of the Bonds. The bond are payable from and secured by a pledge of and a lien on the Pledged funds, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund.

Updates to Historical Non-Ad Valorem Revenues and compliance with Anti-Dilution test can be found in the Statistical Section of this Document.

The following table sets forth the total debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion of or a covenant to budget and appropriate Non-Ad Valorem revenues:

	Capital Improvement Revenue Refunding Bond, Series 2018				
Year	Principal	Interest	Total Debt Service	Outstanding Other Non-Ad Valorem Debt Service (1)	Total Non-Ad Valorem Debt Service
10/1/19 - 10/1/2047	41,545,000	14,729,102	56,274,102	204,266,483	260,540,585

(1) Includes debt service on the County's Sales Tax Refunding Revenue Note, Series 2012, Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Revenue Note, Series 2014.

Detail of the debt service requirements can be found in the Official statement dated November 16, 2018.

The County has evaluated events and transactions that occurred between September 30, 2018, and February 20, 2019, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. No other subsequent events have been recognized or disclosed.


ESCAMBIA COUNTY
FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of changes in the County's total OPEB liability and related ratios

Retirement System Benefits:

- Schedule of the County's proportionate share of the net pension liability
- Schedule of the County's contributions

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE COUNTY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years*

Total OPEB liability	**2018**
Service cost	$ 984,332
Interest	647,293
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(743,489)
Benefit payments	(939,695)
Net change in total OPEB liability	**(51,559)**
Total OPEB liability - Beginning	20,365,923
Total OPEB liability - Ending	**$ 20,314,364**
Covered-Employee payroll	$ 116,565,931
Total OPEB liability as a percentage of covered-Employee Payroll	17.43%

*This Schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Last 10 Fiscal Years*

Florida Retirement System (FRS)	2018	2017	2016
County's proportion of the net pension liability (asset)	0.53661345%	0.55334444%	0.539069213%
County's proportion of the net pension liability (asset)	$ 161,630,752	$ 163,675,571	$ 136,115,399
County's covered payroll	$ 91,955,109	$ 90,995,678	$ 86,066,707
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	175.77%	179.87%	158.15%
FRS plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%

Health Insurance Subsidy (HIS)	2018	2017	2016
County's proportion of the net pension liability (asset)	0.368148238%	0.368148238%	0.360521192%
County's proportion of the net pension liability (asset)	$ 38,596,879	$ 39,364,108	$ 42,017,251
County's covered payroll	$ 118,692,154	$ 115,857,560	$ 111,319,337
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	32.52%	33.98%	37.74%
FRS plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%

* The amounts presented for each fiscal year were determined as of June 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2015	2014
0.491069200%	0.478135639%
$ 63,428,173	$ 29,173,305
$ 82,216,864	$ 83,923,116
77.15%	34.76%
92.00%	96.09%

2015	2014
0.352411204%	0.341734437%
$ 35,940,399	$ 31,953,004
$ 100,474,785	$ 96,394,207
35.77%	33.15%
0.50%	0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2018**	**2017**	**2016**
Contractually required contribution	$ 15,293,052	$ 14,404,918	$ 13,146,062
Contributions in relation to the contractually required contribution	(15,293,052)	(14,404,918)	(13,146,062)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 93,514,918	$ 89,221,118	$ 87,227,854
Contributions as a percentage of covered payroll	16.35%	16.15%	15.07%

Health Insurance Subsidy (HIS)	**2018**	**2017**	**2016**
Contractually required contribution	$ 1,977,604	$ 1,948,347	$ 1,847,901
Contributions in relation to the contractually required contribution	(1,977,604)	(1,948,347)	(1,847,901)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 119,132,771	$ 117,370,301	$ 103,777,681
Contributions as a percentage of covered payroll	1.66%	1.66%	1.78%

* The amounts presented for each fiscal year were determined as of September 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2015	2014
$ 11,972,684	$ 10,473,200
(11,972,684)	$ (10,473,200)
$ -	$ -
$ 87,179,508	$ 86,379,678
13.73%	12.12%

2015	2014
$ 1,347,135	$ 1,170,667
(1,347,135)	$ (1,170,667)
$ -	$ -
$ 103,414,127	$ 97,555,583
1.30%	1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2018:

PENSION RELATED NOTES TO SCHEDULE:

FRS: There were no changes in actuarial assumptions. The inflation rate assumption remained at 2.60%. Payroll growth, including inflation remained at 3.25%. The long-term expected rate of return decreased from 7.1% to 7.0%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was increased from 3.58% to 3.87%.

OPEB RELATED NOTES TO SCHEDULE:

Changes of Benefit Terms. There were no benefit changes during the year.

Changes in Assumptions . Changes in assumptions and other inputs include the change in the discount rate from 3.10% to 3.50% as of September 30, 2017. The following are the discount rates used in each period:

2018	3.50%
2017	3.10%

Healthcare Cost Trend Rates . Based on the Getzen Model, with trending starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .04% increase for excise tax.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 50,143,051	$ 11,061,535	$ (39,081,516)
Investment Income	500,000	1,092,164	592,164
Total Revenues	50,643,051	12,153,699	(38,489,352)
EXPENDITURES			
Current:			
Public Safety	1,487,962	31,520	1,456,442
Capital Outlay	136,470,029	13,449,652	123,020,377
Total Expenditures	137,957,991	13,481,172	124,476,819
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,314,940)	(1,327,473)	85,987,467
OTHER FINANCING SOURCES (USES)			
Transfers In	6,174,261	6,174,261	-
Total Other Financing Sources and (Uses)	6,174,261	6,174,261	-
Net Change in Fund Balance	(81,140,679)	4,846,788	85,987,467
Fund Balance - Beginning	81,140,679	80,857,029	(283,650)
Fund Balance - Ending	$ -	$ 85,703,817	$ 85,703,817

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT AUTHORITY - FTA CAPITAL FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,832,564	$ 710,360	$ (3,122,204)
Investment Income	-	1,875	1,875
Total Revenues	3,832,564	712,235	(3,120,329)
EXPENDITURES			
Current:			
Transportation	814,623	275,502	539,121
Capital Outlay	3,041,781	458,840	2,582,941
Total Expenditures	3,856,404	734,342	3,122,062
Excess (Deficiency) of Revenues Over (Under) Expenditures	(23,840)	(22,107)	1,733
OTHER FINANCING SOURCES (USES)			
Transfers In	23,840	23,837	(3)
Total Other Financing Sources and (Uses)	23,840	23,837	(3)
Net Change in Fund Balance	-	1,730	1,730
Fund Balance - Beginning	-	320,881	320,881
Fund Balance - Ending	$ -	$ 322,611	$ 322,611

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 38,424,979	$ 46,083,486	$ 7,658,507
Intergovernmental Revenues	20,005,051	7,971,706	(12,033,345)
Charges for Services	199,500	182,632	(16,868)
Investment Income	-	907,227	907,227
Miscellaneous Revenues	109,580	99,154	(10,426)
Total Revenues	58,739,110	55,244,205	(3,494,905)
EXPENDITURES			
Current:			
General Government	4,045,138	809,946	3,235,192
Physical Environment	2,900	2,900	-
Transportation	1,418,447	1,301,576	116,871
Economic Environment	1,005,000	1,005,000	-
Human Services	175,291	124,290	51,001
Culture/Recreation	1,744,262	1,409,210	335,052
Capital Outlay	137,714,123	46,294,967	91,419,156
Total Expenditures	146,105,161	50,947,889	95,157,272
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,366,051)	4,296,316	91,662,367
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(19,719,878)	(13,299,545)	6,420,333
Total Other Financing Sources and (Uses)	(19,719,878)	(13,299,545)	6,420,333
Net Change in Fund Balance	(107,085,929)	(9,003,229)	98,082,700
Fund Balance - Beginning	107,085,929	124,791,418	17,705,489
Fund Balance - Ending	$ -	$ 115,788,189	$ 115,788,189

GOVERNMENTAL FUNDS

GENERAL FUND

The *General Fund* is the government's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector:

Board of County Commissioners
This fund is the primary operating fund of Escambia County. It is used to account for all financial resources of the general government except those required to be accounted for in other funds.

Clerk of the Circuit Court and Comptroller
This fund reflects the activities of the Office of the Clerk of Circuit Court. Services provided are in accordance with provisions of the Florida Statutes related primarily to the county and circuit court systems, recording operations, and various other services.

Property Appraiser
This fund reflects the operations of the Office of the Property Appraiser who provides independent appraisals of tangible and personal property for all taxing authorities within the County.

Sheriff
This fund reflects the operations of the Office of the Sheriff. Services provided are for all the law enforcement activities within the County.

Supervisor of Elections
This fund reflects the operations of the Office of the Supervisor of Elections in the performance of its duties in accordance with Florida Statutes.

Tax Collector
This fund reflects the operations of the Office of the Tax Collector who collects and remits ad valorem taxes, licenses, and other revenues, to the related taxing authorities.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY
September 30, 2018

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 24,446,990	$ 3,508,411	$ 323,588
Investments	22,314,502	-	-
Accounts Receivable	1,287,190	379	-
Accrued Interest Receivable	769,933	-	-
Due from Other Funds	3,366,663	-	-
Due from Other Governments	3,242,583	-	-
Inventories	455,647	-	-
Other Assets	3,249,887	-	-
Total Assets	$ 59,133,395	$ 3,508,790	$ 323,588
LIABILITIES			
Accounts Payable	$ 1,349,382	$ 253,381	$ 11,523
Contracts Payable	1,631	30,085	-
Accrued Liabilities	3,579,105	338,899	161,583
Due to Other Funds	11,377	1,026,562	150,219
Due to Other Governments	439,403	1,755,181	263
Deposits	215,546	-	-
Unearned Revenue	-	44,393	-
Other Current Liabilities	386,279	60,289	-
Total Liabilities	5,982,723	3,508,790	323,588
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,237,456	-	-
Total Deferred Inflow of Resources	3,237,456	-	-
FUND BALANCES			
Nonspendable:			
Inventories	455,647	-	-
Assigned to:			
Subsequent Year's Budget	15,267,834	-	-
Unassigned	34,189,735	-	-
Total Fund Balances	49,913,216	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,133,395	$ 3,508,790	$ 323,588

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 2,786,431	$ -	$ 1,037,494	$ -	$ 32,102,914
	-	-	-	22,314,502
-	-	-	-	1,287,569
-	-	-	-	769,933
245,530	-	-	(1,366,663)	2,245,530
-	85,050	-	-	3,327,633
297,942	-	-	-	753,589
-	-	-	-	3,249,887
$ 3,329,903	$ 85,050	$ 1,037,494	$ (1,366,663)	$ 66,051,557
$ 456,097	$ 48,338	$ 222,014	$ -	$ 2,340,735
-	-	-	-	31,716
2,427,994	34,817	191,465	-	6,733,863
147,870	-	493,425	(1,366,663)	462,790
-	1,895	1,254	-	2,197,996
-	-	-	-	215,546
-	-	129,336	-	173,729
-	-	-	-	446,568
3,031,961	85,050	1,037,494	(1,366,663)	12,602,943
-	-	-	-	3,237,456
-	-	-	-	3,237,456
297,942	-	-	-	753,589
-	-	-	-	15,267,834
-	-	-	-	34,189,735
297,942	-	-	-	50,211,158
$ 3,329,903	$ 85,050	$ 1,037,494	$ (1,366,663)	$ 66,051,557

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2018

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 111,760,143	$ -	$ -
Franchise Fees	13,467,002	-	-
Special Assessments	885,584	-	-
Intergovernmental Revenues	35,555,649	302,540	-
Charges for Services	2,057,743	5,891,242	15,548
Judgments and Fines	76,614	1,545,435	-
Investment Income	564,753	335,907	-
Miscellaneous Revenues	5,757,997	367,098	3,529
Total Revenues	170,125,485	8,442,222	19,077
EXPENDITURES			
Current:			
General Government	36,169,149	3,924,801	5,775,761
Public Safety	45,046,509	-	-
Physical Environment	1,524,026	-	-
Transportation	2,555,789	-	-
Human Services	2,578,329	-	-
Culture/Recreation	1,353,460	-	-
Court-Related	-	6,681,145	-
Total Expenditures	89,227,262	10,605,946	5,775,761
Excess (Deficiency) of Revenues Over (Under) Expenditures	80,898,223	(2,163,724)	(5,756,684)
OTHER FINANCING SOURCES (USES)			
Transfers In	9,256,191	2,834,814	5,906,903
Transfers (Out)	(87,112,651)	(671,090)	(150,219)
Total Other Financing Sources and (Uses)	(77,856,460)	2,163,724	5,756,684
Net Change in Fund Balances	3,041,763	-	-
Fund Balances - Beginning	46,871,453	-	-
Fund Balances - Ending	$ 49,913,216	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 111,760,143
-	-	-	-	13,467,002
-	-	-	-	885,584
-	12,304	-	-	35,870,493
-	3,439	3,554,703	-	11,522,675
-	-	-	-	1,622,049
-	-	-	-	900,660
-	-	114,074	(3,259,281)	2,983,417
-	15,743	3,668,777	(3,259,281)	179,012,023
-	1,824,328	7,604,107	(3,259,281)	52,038,865
58,255,410	-	-	-	103,301,919
-	-	-	-	1,524,026
-	-	-	-	2,555,789
-	-	-	-	2,578,329
-	-	-	-	1,353,460
-	-	-	-	6,681,145
58,255,410	1,824,328	7,604,107	(3,259,281)	170,033,533
(58,255,410)	(1,808,585)	(3,935,330)	-	8,978,490
58,807,092	1,813,482	4,428,755	(75,624,841)	7,422,396
(522,612)	(4,897)	(493,425)	75,624,841	(13,330,053)
58,284,480	1,808,585	3,935,330	-	(5,907,657)
29,070	-	-	-	3,070,833
268,872	-	-	-	47,140,325
$ 297,942	$ -	$ -	$ -	$ 50,211,158

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2018

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 111,516,682	$ 111,516,682	$ 111,760,143
Franchise Fees	12,160,428	12,160,428	13,467,002
Special Assessments	854,766	854,766	885,584
Intergovernmental Revenues	28,861,806	28,869,884	35,555,649
Charges for Services	1,824,043	1,831,123	2,057,743
Judgments and Fines	-	-	76,614
Investment Income	-	-	564,753
Miscellaneous Revenues	4,717,349	5,696,137	5,757,997
Total Revenues	159,935,074	160,929,020	170,125,485
EXPENDITURES			
Current:			
General Government	65,993,423	69,680,401	36,169,149
Public Safety	46,724,504	47,162,742	45,046,509
Physical Environment	1,423,290	1,634,608	1,524,026
Transportation	2,588,309	2,636,517	2,555,789
Human Services	3,324,331	3,699,658	2,578,329
Culture/Recreation	1,419,364	1,432,761	1,353,460
Court-Related	-	-	-
Total Expenditures	121,473,221	126,246,687	89,227,262
Excess (Deficiency) of Revenues Over (Under) Expenditures	38,461,853	34,682,333	80,898,223
OTHER FINANCING SOURCES (USES)			
Transfers In	6,038,698	7,418,038	9,256,191
Transfers (Out)	(86,640,481)	(88,534,467)	(87,112,651)
Total Other Financing Sources and (Uses)	(80,601,783)	(81,116,429)	(77,856,460)
Net Change in Fund Balances	(42,139,930)	(46,434,096)	3,041,763
Fund Balances - Beginning	42,139,930	46,434,096	46,871,453
Fund Balances - Ending	$ -	$ -	$ 49,913,216

Continued

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
278,645	278,645	302,540	-	-	-
5,422,524	5,422,524	5,891,242	13,804	13,804	15,548
1,515,000	1,515,000	1,545,435	-	-	-
180,130	180,130	335,907	-	-	-
402,400	402,400	367,098	-	-	3,529
7,798,699	7,798,699	8,442,222	13,804	13,804	19,077
4,336,759	4,340,311	3,924,801	5,913,967	5,920,707	5,775,761
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,293,202	6,293,202	6,681,145	-	-	-
10,629,961	10,633,513	10,605,946	5,913,967	5,920,707	5,775,761
(2,831,262)	(2,834,814)	(2,163,724)	(5,900,163)	(5,906,903)	(5,756,684)
2,831,262	2,834,814	2,834,814	5,900,163	5,906,903	5,906,903
-	-	(671,090)	-	-	(150,219)
2,831,262	2,834,814	2,163,724	5,900,163	5,906,903	5,756,684
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -Continued
GENERAL FUND

For the Year Ended September 30, 2018

	Sheriff		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	56,739,867	58,807,092	58,255,410
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	56,739,867	58,807,092	58,255,410
Excess (Deficiency) of Revenues Over (Under) Expenditures	(56,739,867)	(58,807,092)	(58,255,410)
OTHER FINANCING SOURCES (USES)			
Transfers In	55,438,635	56,434,951	58,807,092
Transfers (Out)	-	-	(522,612)
Total Other Financing Sources and (Uses)	55,438,635	56,434,951	58,284,480
Net Change in Fund Balances	(1,301,232)	(2,372,141)	29,070
Fund Balances - Beginning	1,301,232	2,372,141	268,872
Fund Balances - Ending	$ -	$ -	$ 297,942

Continued

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	12,304	12,304	-	-	-
-	-	3,439	3,553,585	3,553,585	3,554,703
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	90,500	90,500	114,074
-	12,304	15,743	3,644,085	3,644,085	3,668,777
2,213,182	2,231,169	1,824,328	7,960,806	7,960,806	7,604,107
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,213,182	2,231,169	1,824,328	7,960,806	7,960,806	7,604,107
(2,213,182)	(2,218,865)	(1,808,585)	(4,316,721)	(4,316,721)	(3,935,330)
2,213,182	2,223,762	1,813,482	4,428,755	4,428,755	4,428,755
-	(4,897)	(4,897)	(112,034)	(112,034)	(493,425)
2,213,182	2,218,865	1,808,585	4,316,721	4,316,721	3,935,330
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - Continued
GENERAL FUND

For the Year Ended September 30, 2018

	Eliminations		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	(3,259,281)	(3,259,281)	(3,259,281)
Total Revenues	(3,259,281)	(3,259,281)	(3,259,281)
EXPENDITURES			
Current:			
General Government	(3,259,281)	(3,259,281)	(3,259,281)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(3,259,281)	(3,259,281)	(3,259,281)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(61,581,361)	(76,762,169)	(75,624,841)
Transfers (Out)	61,581,361	76,762,169	75,624,841
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balances	-	-	-
Fund Balances - Beginning	-	-	-
Fund Balances - Ending	$ -	$ -	$ -

TOTAL			
Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
$ 111,516,682	$ 111,516,682	$ 111,760,143	$ 243,461
12,160,428	12,160,428	13,467,002	1,306,574
854,766	854,766	885,584	30,818
29,140,451	29,160,833	35,870,493	6,709,660
10,813,956	10,821,036	11,522,675	701,639
1,515,000	1,515,000	1,622,049	107,049
180,130	180,130	900,660	720,530
1,950,968	2,929,756	2,983,417	53,661
168,132,381	169,138,631	179,012,023	9,873,392
83,158,856	86,874,113	52,038,865	34,835,248
103,464,371	105,969,834	103,301,919	2,667,915
1,423,290	1,634,608	1,524,026	110,582
2,588,309	2,636,517	2,555,789	80,728
3,324,331	3,699,658	2,578,329	1,121,329
1,419,364	1,432,761	1,353,460	79,301
6,293,202	6,293,202	6,681,145	(387,943)
201,671,723	208,540,693	170,033,533	38,507,160
(33,539,342)	(39,402,062)	8,978,490	48,380,552
15,269,334	2,485,054	7,422,396	4,937,342
(25,171,154)	(11,889,229)	(13,330,053)	(1,440,824)
(9,901,820)	(9,404,175)	(5,907,657)	3,496,518
(43,441,162)	(48,806,237)	3,070,833	51,877,070
43,441,162	48,806,237	47,140,325	(1,665,912)
$ -	$ -	$ 50,211,158	$ 50,211,158

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The County has the following Special Revenue Funds:

Escambia County Restricted Fund
Created to account for monies donated to the County for a specific purpose.

Economic Development Fund
Created pursuant to the Economic Development Incentive Program Ordinance to account for revenues associated with land sales at the various County commerce parks and other economic development related revenues. Expenditures will be used to promote economic development initiatives in Escambia County.

Code Enforcement Fund
Created to account for the enforcement of ordinances and statutes to enhance the quality of life for and protect citizens from environmentally unsafe conditions.

M and A State Revenue Fund
Created to account for the cost of mosquito and other arthropod control. Financing is provided by State matching funds on a dollar for dollar basis.

Tourist Promotion Fund
Created to account for revenues restricted for promotion, development and advertisement of Escambia County tourism. Financing is provided by a tourist development tax levied under Chapter 125.0104 Florida Statutes.

Other Grant Projects Fund
Created to account for financing provided from various State and Federal grants.

Detention/Jail Commissary Fund
Created to account for the cost of the inmate commissary and the inmate welfare fund; operated in the detention facility pursuant to Section 951.23, Florida Statutes. The fiscal management of the commissary is audited in conjunction with the audit of the County.

Library Fund
Created to account for the revenue and expenditures associated with administrative and operational functions of the West Florida Library System. A countywide Library MSTU assessment is imposed for the purpose of funding library services.

Misdemeanor Probation Fund
Created to account for the cost of supervision of the misdemeanor program. Financing is provided by a fee charged to a person on parole pursuant to Section 945.30, Florida Statutes.

Article V Fund
Created to account for revenues and costs for court related fees, charges, costs, fines and other monetary penalties.

SPECIAL REVENUE FUNDS - Continued

Development Review Fund
Created to account for fees generated by the review of all development plans within the County and support of the Development Review Committee, the Planning Board, the Board of Adjustments, the Rezoning Hearing Examiner and the Board of County Commissioners.

Perdido Key Beach Mouse Fund
Created to account for the Perdido Key Beach Mouse Special Assessment revenue established by Ordinance 2006-1 and 2006-2 and by interlocal agreement with the US Fish and Wildlife Service and the Florida Fish and Wildlife Commission. This revenue will be utilized for the mitigation process for impacts to the Perdido Key Beach Mouse habitat.

Restore Fund
Created in accordance with the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act; Subtitle F of Public Law 112-141); to account for revenues and expenditures for programs, projects and activities that restore and protect the environment and economy of the Gulf Coast Region.

State Housing Initiative Partnership Fund (SHIP)
Created to account for the revenues and expenditures of the SHIP program, authorized pursuant to Section 420.907-420.9079, Florida Statutes. State revenue sharing proceeds received by the County for the SHIP program are used to create partnerships that produce and preserve affordable homeownership and multifamily housing.

Law Enforcement Trust Fund
Created pursuant to the provisions of Section 932.704, Florida Statutes, to account for the net proceeds from the sale or conversion of forfeited properties. Expenditures payable from this fund are legally restricted to nonrecurring obligations of the Sheriff's office, including equipment purchases. Although legally entitled as a trust fund, this fund is more properly accounted for as a special revenue fund due to the nature of the transactions recorded therein.

Escambia County Affordable Housing Fund
Created to account for funding to assist with delivery of affordable housing assistance and support for low income families in Escambia County and the City of Pensacola, primarily in conjunction with the Escambia Consortium Home Program. The fund also provides a source for payment of up-front costs while awaiting reimbursement from the HOME program letter of credit.

CDBG HUD Entitlement Fund
Created to account for Federal HUD Block Grant revenues and the expenditures. The HUD funded Community Block Grant program provides financial support primarily for low and moderate-income families in the County.

Handicapped Parking Fines Fund
Created to account for monies collected under Chapter 316, Florida Statutes, also known as the State Uniform Traffic Control, which authorizes counties to regulate the parking of vehicles and to enforce regulations relating to disabled persons parking.

Family Mediation Fund
Created to account for monies provided through a private grant and authorized under Chapters 44.102 and 44.108, Florida Statutes. These funds were used to assure each minor child frequent and continuing contact with both parents after separation or dissolved marriages and to encourage parents to share the rights and responsibilities of child rearing.

SPECIAL REVENUE FUNDS - Continued

Fire Protection Fund
Created to account for monies assessed by the Board of County Commissioners to property owners in unincorporated areas of Escambia County to provide for fire protection.

Emergency 911 Operations Fund
Created in accordance with the provisions of the Florida Emergency Telephone Act (Sections 365.171 and 365.172, Florida Statutes) to account for the Enhanced 911 (E911) fees imposed and collected from local telephone exchange customers and subscribers of wireless telephone services. 911 service directs 911 calls to the appropriate public safety answering point and provides for automatic number and location identification. The E911 Board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary, to ensure full cost recovery or prevent over recovery of costs incurred in the provision of E911. Expenditures are restricted to the establishment and maintenance of an enhanced emergency telephone number 911 system or enhanced 911 service.

HUD-CDBG Housing Rehabilitation Loan Fund
Created to account for funding to provide assistance for low/moderate income families within the unincorporated county through the rehabilitation of several substandard homes.

HUD Home Fund
Created to account for the HUD Housing Assistance revenues and expenditures. This grant provides for the rehabilitation of severely substandard homes.

Southwest Sector Road Project Fund
Created to account for revenues and expenditures associated with the planning and development of the County's "Southwest Corridor" road project.

Bob Sikes Toll Facilities Fund
Established by County Ordinance No. 93-23 which authorizes the collection of bridge tolls for uses of the Bob Sikes Toll Bridge by passage seekers. The Board of County Commissioners establish toll rates for the Bob Sikes Bridge in order to pay for the proper maintenance, administration, debt service of the bridge, and other expenses for parks and recreation on Santa Rosa Island as approved by the Board of County Commissioners. In addition to cash tolls, annual permits (transponder sales) may be purchased for access to the Bridge.

Transportation Trust Fund
Created pursuant to the provisions of Section 129.02 Florida Statutes, to account for transportation related revenues and expenditures. The primary revenue source is fuel taxes which are the Seventh-cent/1 cent County, Ninth-cent, Local Option fuel tax, and Constitutional fuel tax. Fuel tax revenues are used to fund transportation expenditures allowable pursuant to Sections 206 and Section 366, Florida Statutes.

MSBU Assessment Program Fund
Created to account for monies collected for Municipal Service Benefit Units (MSBU) pursuant to County Ordinance No. 94-24 and Chapter 125, Florida Statutes.

Master Drainage Basin Fund
Created to account for monies to provide drainage within specific districts.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS - Continued

Clerk Programs
This fund reflects the activities of the Office of the Clerk of the Circuit Court and Comptroller Trust Funds. Services provided are in accordance with provisions of the Florida Statutes Chapter 28.24 for records modernization.

Sheriff Programs
This fund reflects the activities of the Escambia County Sheriff's Office; primarily to account for the collection and expenditures of US Treasury and US Justice forfeiture sharing programs, and for revenues and disbursements of various Federal and State Grants.

Supervisor Programs
This fund reflects the activities of the Escambia Supervisor of Elections Office; primarily to account for the revenues and disbursements of various Federal and State Grants.

DEBT SERVICE FUND

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. Debt Service funds are also used to report resources of legally mandated and financial resources that are being accumulated for principal and interest maturing in the future. The County has the following Debt Service Fund:

Debt Service Fund – Created to account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. Capital Project funds exclude capital-related outflows financed by Proprietary Fund or for assets held in trust for individuals, private organizations, or other governments. The County has the following Capital Projects Funds:

There are no non-major Capital Project Funds.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2018

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and Cash Equivalents	$ 30,852,814	$ 821,219	$ 31,674,033
Investments	21,829,010	749,762	22,578,772
Accounts Receivable	833,650	-	833,650
Due from Other Funds	188,189	-	188,189
Due from Other Governments	4,978,881	-	4,978,881
Inventories	327,098	-	327,098
Assets Held for Investment	670,200	-	670,200
Total Assets	$ 59,679,842	$ 1,570,981	$ 61,250,823
LIABILITIES			
Accounts Payable	$ 3,212,085	$ -	$ 3,212,085
Contracts Payable	274,817	-	274,817
Accrued Liabilities	1,826,568	-	1,826,568
Due to Other Funds	571,894	-	571,894
Advances Payable to Other Funds	2,751,572	-	2,751,572
Due to Other Governments	1,576,421	-	1,576,421
Deposits	167,219	-	167,219
Unearned Revenue	417,423	-	417,423
Total Liabilities	10,797,999	-	10,797,999
FUND BALANCES (deficits)			
Nonspendable			
Inventories	327,098	-	327,098
Restricted for			
Court Related Functions	3,680,293	-	3,680,293
Community Services	298,814	-	298,814
Debt Service	-	1,570,981	1,570,981
Economic & Community Development	398,000	-	398,000
Fire & Rescue	2,459,543	-	2,459,543
Health Services	43,616	-	43,616
Inmate Welfare	3,150,763	-	3,150,763
Law Enforcement	256,381	-	256,381
Library	3,555,141	-	3,555,141
Public Safety	2,337,177	-	2,337,177
Records Modernization Technology	2,467,132	-	2,467,132
Resource Conservation	973,359	-	973,359
Road Acquisition & Construction	-	-	-
Housing Assistance	5,989,582	-	5,989,582
Tourism	4,368,890	-	4,368,890
Transportation & Drainage Improvements	688,223	-	688,223
Transportation Maintenance	511,167	-	511,167
Committed to:			
Community Services	1,703,613	-	1,703,613
Infrastructure Maintenance	10,025,242	-	10,025,242
Public Safety	1,233,684	-	1,233,684
Transportation Maintenance	4,414,125	-	4,414,125
Total Fund Balances	48,881,843	1,570,981	50,452,824
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,679,842	$ 1,570,981	$ 61,250,823

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 26,135,289	$ -	$ 26,135,289
Permits and Fees	381,468	-	381,468
Franchise Fees	1,994,081	-	1,994,081
Special Assessments	17,858,900	-	17,858,900
Intergovernmental Revenues	19,644,459	60,000	19,704,459
Charges for Services	10,789,470	-	10,789,470
Judgments and Fines	754,418	-	754,418
Investment Income	304,198	86,623	390,821
Miscellaneous Revenues	2,662,259	39,262	2,701,521
Total Revenues	80,524,542	185,885	80,710,427
EXPENDITURES			
Current:			
General Government	2,657,731	-	2,657,731
Public Safety	32,224,506	-	32,224,506
Physical Environment	6,958,649	-	6,958,649
Transportation	17,129,421	-	17,129,421
Economic Environment	13,954,354	-	13,954,354
Human Services	90,774	-	90,774
Culture/Recreation	6,458,284	-	6,458,284
Court-Related	4,498,751	-	4,498,751
Debt Service:			
Principal Retirement	-	8,024,000	8,024,000
Interest and Fiscal Charges	6,425	6,700,005	6,706,430
Total Expenditures	83,978,895	14,724,005	98,702,900
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,454,353)	(14,538,120)	(17,992,473)
OTHER FINANCING SOURCES (USES)			
Transfers In	8,768,815	14,442,290	23,211,105
Transfers (Out)	(7,513,757)	-	(7,513,757)
Total Other Financing Sources and (Uses)	1,255,058	14,442,290	15,697,348
Net Change in Fund Balances	(2,199,295)	(95,830)	(2,295,125)
Fund Balances - Beginning	51,081,138	1,666,811	52,747,949
Fund Balances - Ending	$ 48,881,843	$ 1,570,981	$ 50,452,824

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
ASSETS					
Cash and Cash Equivalents	$ 937,684	$ 204,933	$ 606,408	$ 48,353	$ 2,518,543
Investments	670,129	187,102	553,642	-	2,299,400
Accounts Receivable	26,123	-	243,079	-	-
Due from Other Funds	20,891	-	23,043	-	124
Due from Other Governments	36,076	-	-	-	-
Inventories	3,177	-	-	-	-
Assets Held for Investment	670,200	-	-	-	-
Total Assets	$ 2,364,280	$ 392,035	$ 1,426,172	$ 48,353	$ 4,818,067
LIABILITIES					
Accounts Payable	$ 20,756	$ -	$ 148,212	$ 4,737	$ 443,619
Contracts Payable	-	-	-	-	-
Accrued Liabilities	7,808	-	44,217	-	5,558
Due to Other Funds	571,894	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	53,582	-	59	-	-
Deposits	3,450	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	657,490	-	192,488	4,737	449,177
FUND BALANCES					
Nonspendable:					
Inventories	3,177	-	-	-	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	392,035	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	43,616	-
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	-	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	4,368,890
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,703,613	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,233,684	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,706,790	392,035	1,233,684	43,616	4,368,890
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,364,280	$ 392,035	$ 1,426,172	$ 48,353	$ 4,818,067

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 583,910	$ 1,763,551	$ 1,978,149	$ 216,420	$ 1,964,044	$ 759,042
533,104	1,466,234	1,804,379	197,588	1,793,149	692,995
-	130,121	34,097	-	16,056	-
3,038	-	-	-	138,031	-
299,132	-	-	3,640	42,749	-
-	49,999	-	-	-	-
-	-	-	-	-	-
$ 1,419,184	$ 3,409,905	$ 3,816,625	$ 417,648	$ 3,954,029	$ 1,452,037
$ 180,234	$ 28,248	$ 106,805	$ 23,912	$ 122,328	$ 3,895
48,642	-	-	-	-	-
8,107	20,922	147,166	78,641	28,969	24,980
-	-	-	-	-	-
-	-	-	-	-	-
567	2,394	7,513	3,975	569,946	-
-	157,579	-	-	-	-
113,050	-	-	-	-	-
350,600	209,143	261,484	106,528	721,243	28,875
-	49,999	-	-	-	-
350,990	-	-	-	3,232,786	-
6,853	-	-	-	-	-
5,965	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,150,763	-	-	-	-
-	-	-	-	-	-
-	-	3,555,141	-	-	-
-	-	-	-	-	-
602,895	-	-	311,120	-	1,423,162
-	-	-	-	-	-
91,432	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
10,449	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,068,584	3,200,762	3,555,141	311,120	3,232,786	1,423,162
$ 1,419,184	$ 3,409,905	$ 3,816,625	$ 417,648	$ 3,954,029	$ 1,452,037

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 448,347	$ 516,279	$ 3,499,631	$ 134,021
Investments	409,336	471,357	-	122,360
Accounts Receivable	-	-	5,618	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	2,647,122	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 857,683	$ 3,634,758	$ 3,505,249	$ 256,381
LIABILITIES				
Accounts Payable	$ -	$ 741,994	$ 27,251	$ -
Contracts Payable	-	226,175	-	-
Accrued Liabilities	-	2,229	3,615	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	640,116	60	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	-	3,610,514	30,926	-
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	256,381
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	857,683	24,244	-	-
Housing Assistance	-	-	3,474,323	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	857,683	24,244	3,474,323	256,381
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 857,683	$ 3,634,758	$ 3,505,249	$ 256,381

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ 679,570	$ 332,599	$ 152,639	$ 50,636	$ 1,314,302	$ 169,651	$ 32,200
620,439	303,659	139,357	46,231	1,199,943	154,891	29,398
304,698	-	-	-	-	-	21,012
-	-	794	-	2,268	-	-
300	18,254	-	-	23,714	431,144	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,605,007	$ 654,512	$ 292,790	$ 96,867	$ 2,540,227	$ 755,686	$ 82,610
$ 40	$ 39,856	$ 829	$ 350	$ 88,649	$ 32,277	$ -
-	-	-	-	-	-	-
-	11,486	-	-	693,739	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	4,322	-	-	4,155	17,550	-
-	-	-	-	-	-	-
-	167,332	-	-	-	-	-
40	222,996	829	350	786,543	49,827	-
-	-	-	-	-	-	-
-	-	-	96,517	-	-	-
-	-	291,961	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	1,753,684	705,859	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,604,967	431,516	-	-	-	-	82,610
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,604,967	431,516	291,961	96,517	1,753,684	705,859	82,610
$ 1,605,007	$ 654,512	$ 292,790	$ 96,867	$ 2,540,227	$ 755,686	$ 82,610

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 205,395	$ -	$ 5,459,285	$ 2,369,118
Investments	187,523	-	4,982,619	2,162,912
Accounts Receivable	5,111	-	25,212	22,523
Due from Other Funds	-	-	-	-
Due from Other Governments	67	-	-	1,304,214
Inventories	-	-	-	273,922
Assets Held for Investment	-	-	-	-
Total Assets	$ 398,096	$ -	$ 10,467,116	$ 6,132,689
LIABILITIES				
Accounts Payable	$ -	$ -	$ 122,844	$ 703,989
Contracts Payable	-	-	-	-
Accrued Liabilities	1,930	-	5,574	716,115
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	-	307,763	-
Due to Other Governments	-	-	5,693	18,348
Deposits	-	-	-	6,190
Unearned Revenue	-	-	-	-
Total Liabilities	1,930	-	441,874	1,444,642
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	273,922
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	396,166	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	10,025,242	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	4,414,125
Total Fund Balances	396,166	-	10,025,242	4,688,047
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 398,096	$ -	$ 10,467,116	$ 6,132,689

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 521,380	$ 356,249	$ 3,013,057	$ 17,418	$ -	$ 30,852,814
476,012	325,251	-	-	-	21,829,010
-	-	-	-	-	833,650
-	-	-	-	-	188,189
617	-	52,229	-	119,623	4,978,881
-	-	-	-	-	327,098
-	-	-	-	-	670,200
$ 998,009	$ 681,500	$ 3,065,286	$ 17,418	$ 119,623	$ 59,679,842
$ 42,865	$ 3,726	$ 324,669	$ -	$ -	3,212,085
-	-	-	-	-	274,817
-	-	25,512	-	-	1,826,568
-	-	-	-	-	571,894
443,809	-	-	-	-	2,751,572
168	-	247,973	-	-	1,576,421
-	-	-	-	-	167,219
-	-	-	17,418	119,623	417,423
486,842	3,726	598,154	17,418	119,623	10,797,999
-	-	-	-	-	327,098
-	-	-	-	-	3,680,293
-	-	-	-	-	298,814
-	-	-	-	-	398,000
-	-	-	-	-	2,459,543
-	-	-	-	-	43,616
-	-	-	-	-	3,150,763
-	-	-	-	-	256,381
-	-	-	-	-	3,555,141
-	-	-	-	-	-
-	-	-	-	-	2,337,177
-	-	2,467,132	-	-	2,467,132
-	-	-	-	-	973,359
-	-	-	-	-	5,989,582
-	-	-	-	-	4,368,890
-	677,774	-	-	-	688,223
511,167	-	-	-	-	511,167
-	-	-	-	-	1,703,613
-	-	-	-	-	10,025,242
-	-	-	-	-	1,233,684
-	-	-	-	-	4,414,125
511,167	677,774	2,467,132	-	-	48,881,843
$ 998,009	$ 681,500	$ 3,065,286	$ 17,418	$ 119,623	$ 59,679,842

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ 11,361,080
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	1,994,081	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	163,526	-	-	32,468	-
Charges for Services	497,384	-	-	-	-
Judgments and Fines	-	-	263,017	-	-
Investment Income	8,873	2,333	6,783	-	14,304
Miscellaneous Revenues	294,698	1,781	169,680	-	25
Total Revenues	964,481	4,114	2,433,561	32,468	11,375,409
EXPENDITURES					
Current:					
General Government	17,868	-	-	-	-
Public Safety	586,716	-	1,918,312	-	-
Physical Environment	330,529	-	-	-	155,556
Transportation	-	-	-	-	-
Economic Environment	-	628,424	-	-	8,814,623
Human Services	13,656	-	-	21,471	-
Culture/Recreation	44,350	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	993,119	628,424	1,918,312	21,471	8,970,179
Excess (Deficiency) of Revenues Over (Under) Expenditures	(28,638)	(624,310)	515,249	10,997	2,405,230
OTHER FINANCING SOURCES (USES)					
Transfers In	-	550,000	-	-	-
Transfers (Out)	-	-	(500,000)	-	(2,285,296)
Total Other Financing Sources and (Uses)	-	550,000	(500,000)	-	(2,285,296)
Net Change in Fund Balances	(28,638)	(74,310)	15,249	10,997	119,934
Fund Balances - Beginning	1,735,428	466,345	1,218,435	32,619	4,248,956
Fund Balances - Ending	$ 1,706,790	$ 392,035	$ 1,233,684	$ 43,616	$ 4,368,890

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ -	$ -	$ 5,575,931	$ -	$ -	$ -
-	-	-	-	-	265,595
-	-	-	-	-	-
-	-	-	-	-	-
2,089,872	-	127,415	-	1,076,145	-
12,674	1,554,034	38,263	1,524,075	2,007,519	581,452
302	-	84,551	10,200	-	-
2,028	19,455	32,556	439	22,977	8,947
-	-	178,356	44,457	309	-
2,104,876	1,573,489	6,037,072	1,579,171	3,106,950	855,994
-	-	-	-	-	587,040
421,478	1,275,054	-	2,346,754	151,444	-
1,304,389	-	-	-	-	-
-	-	-	-	-	-
107,691	-	-	-	-	-
43,502	-	-	-	-	-
84,932	-	5,635,634	-	-	-
23,092	-	-	-	3,185,386	-
-	-	-	-	-	-
1,985,084	1,275,054	5,635,634	2,346,754	3,336,830	587,040
119,792	298,435	401,438	(767,583)	(229,880)	268,954
-	-	-	-	945,261	-
-	-	-	-	(926,250)	-
-	-	-	-	19,011	-
119,792	298,435	401,438	(767,583)	(210,869)	268,954
948,792	2,902,327	3,153,703	1,078,703	3,443,655	1,154,208
$ 1,068,584	$ 3,200,762	$ 3,555,141	$ 311,120	$ 3,232,786	$ 1,423,162

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and Fees	-	-	-	-
Franchise Fees	-	-	-	-
Special Assessments	134,875	-	-	-
Intergovernmental Revenues	-	5,841,240	1,520,820	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	365,081
Investment Income	5,048	5,669	-	1,135
Miscellaneous Revenues	-	-	441,595	-
Total Revenues	139,923	5,846,909	1,962,415	366,216
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	467,150
Physical Environment	5,780	5,162,395	-	-
Transportation	-	-	-	-
Economic Environment	-	-	2,414,434	-
Human Services	-	-	-	-
Culture/Recreation	-	693,368	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	5,780	5,855,763	2,414,434	467,150
Excess (Deficiency) of Revenues Over (Under) Expenditures	134,143	(8,854)	(452,019)	(100,934)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balances	134,143	(8,854)	(452,019)	(100,934)
Fund Balances - Beginning	723,540	33,098	3,926,342	357,315
Fund Balances - Ending	$ 857,683	$ 24,244	$ 3,474,323	$ 256,381

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	114,748	-	-
-	-	-	-	-	-	-
-	-	-	-	16,603,405	-	-
-	1,276,533	-	-	35,408	1,342,264	-
-	-	10,824	-	206,000	-	-
-	-	-	-	-	-	-
18,156	3,763	1,856	627	36,405	2,077	1,173
24,949	13,450	-	-	18,585	-	-
43,105	1,293,746	12,680	627	17,014,551	1,344,341	1,173
-	-	-	-	-	-	-
-	-	-	-	17,510,150	689,380	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
57,860	1,122,515	-	-	-	-	-
-	-	12,145	-	-	-	-
-	-	-	-	-	-	-
-	-	-	1,831	-	-	-
-	-	-	-	-	-	-
57,860	1,122,515	12,145	1,831	17,510,150	689,380	-
(14,755)	171,231	535	(1,204)	(495,599)	654,961	1,173
-	-	-	-	-	-	-
-	(17,500)	-	-	(281,193)	(658,222)	-
-	(17,500)	-	-	(281,193)	(658,222)	-
(14,755)	153,731	535	(1,204)	(776,792)	(3,261)	1,173
1,619,722	277,785	291,426	97,721	2,530,476	709,120	81,437
$ 1,604,967	$ 431,516	$ 291,961	$ 96,517	$ 1,753,684	$ 705,859	$ 82,610

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ 9,198,278
Permits and Fees	-	-	-	1,125
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	-
Intergovernmental Revenues	686,193	-	-	4,874,465
Charges for Services	-	-	3,403,059	334,156
Judgments and Fines	-	-	-	-
Investment Income	3,275	-	66,981	26,937
Miscellaneous Revenues	260,242	-	-	1,214,132
Total Revenues	949,710	-	3,470,040	15,649,093
EXPENDITURES				
Current:				
General Government	-	-	1,884,473	-
Public Safety	-	-	-	6,775,326
Physical Environment	-	-	-	-
Transportation	-	-	-	16,120,688
Economic Environment	808,807	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	808,807	-	1,884,473	22,896,014
Excess (Deficiency) of Revenues Over (Under) Expenditures	140,903	-	1,585,567	(7,246,921)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	7,268,657
Transfers (Out)	-	(1,456,121)	(1,389,175)	-
Total Other Financing Sources and (Uses)	-	(1,456,121)	(1,389,175)	7,268,657
Net Change in Fund Balances	140,903	(1,456,121)	196,392	21,736
Fund Balances - Beginning	255,263	1,456,121	9,828,850	4,666,311
Fund Balances - Ending	$ 396,166	$ -	$ 10,025,242	$ 4,688,047

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ -	$ 26,135,289
-	-	-	-	-	381,468
-	-	-	-	-	1,994,081
973,831	146,789	-	-	-	17,858,900
-	-	363,698	51,475	162,937	19,644,459
-	-	620,030	-	-	10,789,470
-	-	-	31,267	-	754,418
7,753	4,132	-	-	516	304,198
-	-	-	-	-	2,662,259
981,584	150,921	983,728	82,742	163,453	80,524,542
-	-	-	-	168,350	2,657,731
-	-	-	82,742	-	32,224,506
-	-	-	-	-	6,958,649
891,141	117,592	-	-	-	17,129,421
-	-	-	-	-	13,954,354
-	-	-	-	-	90,774
-	-	-	-	-	6,458,284
-	-	1,288,442	-	-	4,498,751
6,425	-	-	-	-	6,425
897,566	117,592	1,288,442	82,742	168,350	83,978,895
84,018	33,329	(304,714)	-	(4,897)	(3,454,353)
-	-	-	-	4,897	8,768,815
-	-	-	-	-	(7,513,757)
-	-	-	-	4,897	1,255,058
84,018	33,329	(304,714)	-	-	(2,199,295)
427,149	644,445	2,771,846	-	-	51,081,138
$ 511,167	$ 677,774	$ 2,467,132	$ -	$ -	$ 48,881,843

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 123,558	$ 163,526	$ 39,968
Charges for Services	439,020	497,384	58,364
Investment Income	-	8,873	8,873
Miscellaneous Revenues	216,259	294,698	78,439
Total Revenues	778,837	964,481	185,644
EXPENDITURES			
Current:			
General Government	190,782	17,868	172,914
Public Safety	799,652	586,716	212,936
Physical Environment	1,119,112	330,529	788,583
Transportation	5,337	-	5,337
Human Services	141,319	13,656	127,663
Culture and Recreation	170,110	44,350	125,760
Total Expenditures	2,426,312	993,119	1,433,193
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,647,475)	(28,638)	1,618,837
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(1,647,475)	(28,638)	1,618,837
Fund Balance - Beginning	1,647,475	1,735,428	87,953
Fund Balance - Ending	$ -	$ 1,706,790	$ 1,706,790

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 2,333	$ 2,333
Miscellaneous Revenues	-	1,781	1,781
Total Revenues	-	4,114	4,114
EXPENDITURES			
Current:			
Economic Environment	1,016,345	628,424	387,921
Total Expenditures	1,016,345	628,424	387,921
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,016,345)	(624,310)	392,035
OTHER FINANCING SOURCES (USES)			
Transfers In	550,000	550,000	-
Total Other Financing Sources and (Uses)	550,000	550,000	-
Net Change in Fund Balance	(466,345)	(74,310)	392,035
Fund Balance - Beginning	466,345	466,345	-
Fund Balance - Ending	$ -	$ 392,035	$ 392,035

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 1,994,081	$ 331,581
Judgments and Fines	199,500	263,017	63,517
Investment Income	-	6,783	6,783
Miscellaneous Revenues	52,250	169,680	117,430
Total Revenues	1,914,250	2,433,561	519,311
EXPENDITURES			
Current:			
Public Safety	2,632,685	1,918,312	714,373
Total Expenditures	2,632,685	1,918,312	714,373
Excess (Deficiency) of Revenues Over (Under) Expenditures	(718,435)	515,249	1,233,684
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(500,000)	(500,000)	-
Total Other Financing Sources and (Uses)	(500,000)	(500,000)	-
Net Change in Fund Balance	(1,218,435)	15,249	1,233,684
Fund Balance - Beginning	1,218,435	1,218,435	-
Fund Balance - Ending	$ -	$ 1,233,684	$ 1,233,684

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 31,540	$ 32,468	$ 928
Total Revenues	31,540	32,468	928
EXPENDITURES			
Current:			
Human Services	64,159	21,471	42,688
Total Expenditures	64,159	21,471	42,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	(32,619)	10,997	43,616
Net Change in Fund Balance	(32,619)	10,997	43,616
Fund Balance - Beginning	32,619	32,619	-
Fund Balance - Ending	$ -	$ 43,616	$ 43,616

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 9,026,763	$ 11,361,080	$ 2,334,317
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	14,304	14,304
Miscellaneous Revenues	-	25	25
Total Revenues	9,060,264	11,375,409	2,315,145
EXPENDITURES			
Current:			
Physical Environment	174,109	155,556	18,553
Economic Environment	10,828,007	8,814,623	2,013,384
Total Expenditures	11,002,116	8,970,179	2,031,937
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,941,852)	2,405,230	4,347,082
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(2,285,296)	(2,285,296)	-
Total Other Financing Sources and (Uses)	(2,285,296)	(2,285,296)	-
Net Change in Fund Balance	(4,227,148)	119,934	4,347,082
Fund Balance - Beginning	4,227,148	4,248,956	21,808
Fund Balance - Ending	$ -	$ 4,368,890	$ 4,368,890

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,203,770	$ 2,089,872	$ (2,113,898)
Charges for Services	-	12,674	12,674
Judgments and Fines	-	302	302
Investment Income	-	2,028	2,028
Miscellaneous Revenues	148,555	-	(148,555)
Total Revenues	4,352,325	2,104,876	(2,247,449)
EXPENDITURES			
Current:			
General Government	14,514	-	14,514
Public Safety	1,248,869	421,478	827,391
Physical Environment	1,835,677	1,304,389	531,288
Economic Environment	262,395	107,691	154,704
Human Services	50,355	43,502	6,853
Culture and Recreation	588,569	84,932	503,637
Court-Related	366,702	23,092	343,610
Total Expenditures	4,367,081	1,985,084	2,381,997
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,756)	119,792	134,548
OTHER FINANCING SOURCES (USES)			
Transfers In	4,897	-	(4,897)
Total Other Financing Sources and (Uses)	4,897	-	(4,897)
Net Change in Fund Balance	(9,859)	119,792	129,651
Fund Balance - Beginning	9,859	948,792	938,933
Fund Balance - Ending	$ -	$ 1,068,584	$ 1,068,584

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 1,140,000	$ 1,554,034	$ 414,034
Investment Income	-	19,455	19,455
Miscellaneous Revenues	-	-	-
Total Revenues	1,140,000	1,573,489	433,489
EXPENDITURES			
Current:			
Public Safety	4,042,327	1,275,054	2,767,273
Total Expenditures	4,042,327	1,275,054	2,767,273
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,902,327)	298,435	3,200,762
Net Change in Fund Balance	(2,902,327)	298,435	3,200,762
Fund Balance - Beginning	2,902,327	2,902,327	-
Fund Balance - Ending	$ -	$ 3,200,762	$ 3,200,762

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 5,502,789	$ 5,575,931	$ 73,142
Intergovernmental Revenues	128,402	127,415	(987)
Charges for Services	-	38,263	38,263
Judgments and Fines	109,250	84,551	(24,699)
Investment Income	-	32,556	32,556
Miscellaneous Revenues	137,503	178,356	40,853
Total Revenues	5,877,944	6,037,072	159,128
EXPENDITURES			
Current:			
Culture and Recreation	8,911,907	5,635,634	3,276,273
Total Expenditures	8,911,907	5,635,634	3,276,273
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,033,963)	401,438	3,435,401
Net Change in Fund Balance	(3,033,963)	401,438	3,435,401
Fund Balance - Beginning	3,033,963	3,153,703	119,740
Fund Balance - Ending	$ -	$ 3,555,141	$ 3,555,141

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 2,677,662	$ 1,524,075	$ (1,153,587)
Judgements and Fines	9,500	10,200	700
Investment Income	-	439	439
Miscellaneous Revenue	44,175	44,457	282
Total Revenues	2,731,337	1,579,171	(1,152,166)
EXPENDITURES			
Current:			
Public Safety	3,810,040	2,346,754	1,463,286
Total Expenditures	3,810,040	2,346,754	1,463,286
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,078,703)	(767,583)	311,120
Net Change in Fund Balance	(1,078,703)	(767,583)	311,120
Fund Balance - Beginning	1,078,703	1,078,703	-
Fund Balance - Ending	$ -	$ 311,120	$ 311,120

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 798,000	$ 1,076,145	$ 278,145
Charges for Services	1,902,375	2,007,519	105,144
Investment Income	-	22,977	22,977
Miscellaneous Revenues	-	309	309
Total Revenues	2,700,375	3,106,950	406,575
EXPENDITURES			
Current:			
Public Safety	822,997	151,444	671,553
Court-Related	6,953,694	3,185,386	3,768,308
Total Expenditures	7,776,691	3,336,830	4,439,861
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,076,316)	(229,880)	4,846,436
OTHER FINANCING SOURCES (USES)			
Transfers In	945,261	945,261	-
Transfers (Out)	-	(926,250)	(926,250)
Total Other Financing Sources and (Uses)	945,261	19,011	(926,250)
Net Change in Fund Balance	(4,131,055)	(210,869)	3,920,186
Fund Balance - Beginning	4,131,055	3,443,655	(687,400)
Fund Balance - Ending	$ -	$ 3,232,786	$ 3,232,786

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 192,850	$ 265,595	$ 72,745
Charges for Services	356,250	581,452	225,202
Investment Income	-	8,947	8,947
Miscellaneous Revenues	900	-	(900)
Total Revenues	550,000	855,994	305,994
EXPENDITURES			
Current:			
General Government	1,703,308	587,040	1,116,268
Total Expenditures	1,703,308	587,040	1,116,268
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,153,308)	268,954	1,422,262
Net Change in Fund Balance	(1,153,308)	268,954	1,422,262
Fund Balance - Beginning	1,153,308	1,154,208	900
Fund Balance - Ending	$ -	$ 1,423,162	$ 1,423,162

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 8,000	$ 134,875	$ 126,875
Investment Income	-	5,048	5,048
Total Revenues	8,000	139,923	131,923
EXPENDITURES			
Current:			
Physical Environment	723,540	5,780	717,760
Total Expenditures	723,540	5,780	717,760
Excess (Deficiency) of Revenues Over (Under) Expenditures	(715,540)	134,143	849,683
Net Change in Fund Balance	(715,540)	134,143	849,683
Fund Balance - Beginning	715,540	723,540	8,000
Fund Balance - Ending	$ -	$ 857,683	$ 857,683

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 24,819,651	$ 5,841,240	$ (18,978,411)
Investment Income	-	5,669	5,669
Total Revenues	24,819,651	5,846,909	(18,972,742)
EXPENDITURES			
Current:			
Physical Environment	20,545,164	5,162,395	15,382,769
Culture/Recreation	4,307,585	693,368	3,614,217
Total Expenditures	24,852,749	5,855,763	18,996,986
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,098)	(8,854)	24,244
Net Change in Fund Balance	(33,098)	(8,854)	24,244
Fund Balance - Beginning	33,098	33,098	-
Fund Balance - Ending	$ -	$ 24,244	$ 24,244

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,717,021	$ 1,520,820	$ (4,196,201)
Miscellaneous Revenues	-	441,595	441,595
Total Revenues	5,717,021	1,962,415	(3,754,606)
EXPENDITURES			
Current:			
Economic Environment	5,717,021	2,414,434	3,302,587
Total Expenditures	5,717,021	2,414,434	3,302,587
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(452,019)	(452,019)
Net Change in Fund Balance	-	(452,019)	(452,019)
Fund Balance - Beginning	-	3,926,342	3,926,342
Fund Balance - Ending	$ -	$ 3,474,323	$ 3,474,323

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 211,783	$ 365,081	$ 153,298
Investment Income	-	1,135	1,135
Total Revenues	211,783	366,216	154,433
EXPENDITURES			
Current:			
Public Safety	569,098	467,150	101,948
Total Expenditures	569,098	467,150	101,948
Excess (Deficiency) of Revenues Over (Under) Expenditures	(357,315)	(100,934)	256,381
Net Change in Fund Balance	(357,315)	(100,934)	256,381
Fund Balance - Beginning	357,315	357,315	-
Fund Balance - Ending	$ -	$ 256,381	$ 256,381

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ 9,000	$ 18,156	$ 9,156
Miscellaneous Revenues	183,231	24,949	(158,282)
Total Revenues	192,231	43,105	(149,126)
EXPENDITURES			
Current:			
Economic Environment	1,658,722	57,860	1,600,862
Total Expenditures	1,658,722	57,860	1,600,862
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,466,491)	(14,755)	1,451,736
Net Change in Fund Balance	(1,466,491)	(14,755)	1,451,736
Fund Balance - Beginning	1,466,491	1,619,722	153,231
Fund Balance - Ending	$ -	$ 1,604,967	$ 1,604,967

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,537,957	$ 1,276,533	$ (3,261,424)
Investment Income	-	3,763	3,763
Miscellaneous Revenues	181,031	13,450	(167,581)
Total Revenues	4,718,988	1,293,746	(3,425,242)
EXPENDITURES			
Current:			
Economic Environment	4,701,488	1,122,515	3,578,973
Total Expenditures	4,701,488	1,122,515	3,578,973
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,500	171,231	153,731
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(17,500)	(17,500)	-
Net Change in Fund Balance	-	153,731	153,731
Fund Balance - Beginning	-	277,785	277,785
Fund Balance - Ending	$ -	$ 431,516	$ 431,516

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 14,250	$ 10,824	$ (3,426)
Investment Income	-	1,856	1,856
Total Revenues	14,250	12,680	(1,570)
EXPENDITURES			
Current:			
Public Safety	101,916	-	101,916
Human Services	203,761	12,145	191,616
Total Expenditures	305,677	12,145	293,532
Excess (Deficiency) of Revenues Over (Under) Expenditures	(291,427)	535	291,962
Net Change in Fund Balance	(291,427)	535	291,962
Fund Balance - Beginning	291,427	291,426	(1)
Fund Balance - Ending	$ -	$ 291,961	$ 291,961

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 627	$ 627
Total Revenues	-	627	627
EXPENDITURES			
Current:			
Court-Related	97,721	1,831	95,890
Total Expenditures	97,721	1,831	95,890
Excess (Deficiency) of Revenues Over (Under) Expenditures	(97,721)	(1,204)	96,517
Net Change in Fund Balance	(97,721)	(1,204)	96,517
Fund Balance - Beginning	97,721	97,721	-
Fund Balance - Ending	$ -	$ 96,517	$ 96,517

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 90,250	$ 114,748	$ 24,498
Special Assessments	15,753,953	16,603,405	849,452
Intergovernmental Revenues	19,000	35,408	16,408
Charges for Services	195,700	206,000	10,300
Investment Income	39,900	36,405	(3,495)
Miscellaneous Revenues	-	18,585	18,585
Total Revenues	16,098,803	17,014,551	915,748
EXPENDITURES			
Current:			
Public Safety	18,348,086	17,510,150	837,936
Total Expenditures	18,348,086	17,510,150	837,936
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,249,283)	(495,599)	1,753,684
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(281,193)	(281,193)	-
Total Other Financing Sources and (Uses)	(281,193)	(281,193)	-
Net Change in Fund Balance	(2,530,476)	(776,792)	1,753,684
Fund Balance - Beginning	2,530,476	2,530,476	-
Fund Balance - Ending	$ -	$ 1,753,684	$ 1,753,684

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,249,250	$ 1,342,264	$ 93,014
Investment Income	-	2,077	2,077
Total Revenues	1,249,250	1,344,341	95,091
EXPENDITURES			
Current:			
Public Safety	1,300,148	689,380	610,768
Total Expenditures	1,300,148	689,380	610,768
Excess (Deficiency) of Revenues Over (Under) Expenditures	(50,898)	654,961	705,859
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(658,222)	(658,222)	-
Total Other Financing Sources and (Uses)	(658,222)	(658,222)	-
Net Change in Fund Balance	(709,120)	(3,261)	705,859
Fund Balance - Beginning	709,120	709,120	-
Fund Balance - Ending	$ -	$ 705,859	$ 705,859

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDGB HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 48,000	$ -	$ (48,000)
Investment Income	2,000	1,173	(827)
Total Revenues	50,000	1,173	(48,827)
EXPENDITURES			
Current:			
Economic Environment	131,438	-	131,438
Total Expenditures	131,438	-	131,438
Excess (Deficiency) of Revenues Over (Under) Expenditures	(81,438)	1,173	82,611
Net Change in Fund Balance	(81,438)	1,173	82,611
Fund Balance - Beginning	81,438	81,437	(1)
Fund Balance - Ending	$ -	$ 82,610	$ 82,610

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,254,845	$ 686,193	$ (2,568,652)
Investment Income	-	3,275	3,275
Miscellaneous Revenues	366,621	260,242	(106,379)
Total Revenues	3,621,466	949,710	(2,671,756)
EXPENDITURES			
Current:			
Economic Environment	3,621,466	808,807	2,812,659
Total Expenditures	3,621,466	808,807	2,812,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	140,903	140,903
Net Change in Fund Balance	-	140,903	140,903
Fund Balance - Beginning	-	255,263	255,263
Fund Balance - Ending	$ -	$ 396,166	$ 396,166

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SOUTHWEST SECTOR ROAD PROJECT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ -	$ -
Total Revenues	-	-	-
EXPENDITURES			
Current:			
Transportation	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING (USES)			
Transfers (Out)	(1,456,122)	(1,456,121)	1
Total Other Financing (Uses)	(1,456,122)	(1,456,121)	1
Net Change in Fund Balance	(1,456,122)	(1,456,121)	1
Fund Balance - Beginning	1,456,122	1,456,121	(1)
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 3,301,250	$ 3,403,059	$ 101,809
Investment Income	-	66,981	66,981
Miscellaneous Revenues	-	-	-
Total Revenues	3,301,250	3,470,040	168,790
EXPENDITURES			
Current:			
General Government	11,735,300	1,884,473	9,850,827
Total Expenditures	11,735,300	1,884,473	9,850,827
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,434,050)	1,585,567	10,019,617
OTHER FINANCING SOURCES			
Transfers In	-	-	-
Transfers (Out)	(1,394,801)	(1,389,175)	5,626
Total Other Financing Sources	(1,394,801)	(1,389,175)	5,626
Net Change in Fund Balance	(9,828,851)	196,392	10,025,243
Fund Balance - Beginning	9,828,851	9,828,850	(1)
Fund Balance - Ending	$ -	$ 10,025,242	$ 10,025,242

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,122,500	$ 9,198,278	$ 1,075,778
Permits and Fees	-	1,125	1,125
Intergovernmental Revenues	4,175,250	4,874,465	699,215
Charges for Services	279,775	334,156	54,381
Investment Income	-	26,937	26,937
Miscellaneous Revenues	1,095,350	1,214,132	118,782
Total Revenues	13,672,875	15,649,093	1,976,218
EXPENDITURES			
Current:			
Public Safety	7,032,962	6,775,326	257,636
Transportation	18,243,250	16,120,688	2,122,562
Total Expenditures	25,276,212	22,896,014	2,380,198
Excess (Deficiency) of Revenues Over (Under) Expenditures	(11,603,337)	(7,246,921)	4,356,416
OTHER FINANCING SOURCES			
Transfers In	7,268,657	7,268,657	-
Total Other Financing Sources	7,268,657	7,268,657	-
Net Change in Fund Balance	(4,334,680)	21,736	4,356,416
Fund Balance - Beginning	4,334,680	4,666,311	331,631
Fund Balance - Ending	$ -	$ 4,688,047	$ 4,688,047

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 1,149,970	$ 973,831	$ (176,139)
Investment Income	-	7,753	7,753
Total Revenues	1,149,970	981,584	(168,386)
EXPENDITURES			
Current:			
Transportation	1,505,334	891,141	614,193
Debt Service			
Principal Retirement	52,842	-	52,842
Interest and Fiscal Charges	18,942	6,425	12,517
Total Expenditures	1,577,118	897,566	679,552
Excess (Deficiency) of Revenues Over (Under) Expenditures	(427,148)	84,018	511,166
Net Change in Fund Balance	(427,148)	84,018	511,166
Fund Balance - Beginning	427,148	427,149	1
Fund Balance - Ending	$ -	$ 511,167	$ 511,167

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 702,799	$ 146,789	$ (556,010)
Investment Income	-	4,132	4,132
Total Revenues	702,799	150,921	(551,878)
EXPENDITURES			
Current:			
Transportation	781,511	117,592	663,919
Total Expenditures	781,511	117,592	663,919
Excess (Deficiency) of Revenues Over (Under) Expenditures	(78,712)	33,329	112,041
Net Change in Fund Balance	(78,712)	33,329	112,041
Fund Balance - Beginning	78,712	644,445	565,733
Fund Balance - Ending	$ -	$ 677,774	$ 677,774

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 363,698	$ 363,698	$ -
Charges for Services	557,975	620,030	62,055
Judgments and Fines	15,900	-	(15,900)
Miscellaneous Revenues	100	-	(100)
Total Revenues	937,673	983,728	46,055
EXPENDITURES			
Current:			
Court-Related	1,532,629	1,288,442	244,187
Total Expenditures	1,532,629	1,288,442	244,187
Excess (Deficiency) of Revenues Over (Under) Expenditures	(594,956)	(304,714)	290,242
Net Change in Fund Balance	(594,956)	(304,714)	290,242
Fund Balance - Beginning	594,956	2,771,846	2,176,890
Fund Balance - Ending	$ -	$ 2,467,132	$ 2,467,132

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 142,771	$ 51,475	$ (91,296)
Judgments and Fines	48,686	31,267	(17,419)
Total Revenues	191,457	82,742	(108,715)
EXPENDITURES			
Current:			
Public Safety	191,457	82,742	108,715
Total Expenditures	191,457	82,742	108,715
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SUPERVISOR OF ELECTIONS PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 282,560	$ 162,937	$ (119,623)
Investment Income	-	516	516
Total Revenues	282,560	163,453	(119,107)
EXPENDITURES			
Current:			
General Government	287,457	168,350	119,107
Total Expenditures	287,457	168,350	119,107
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,897)	(4,897)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	4,897	4,897	-
Total Other Financing Sources and (Uses)	4,897	4,897	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	10,584	86,623	76,039
Miscellaneous	1,058,330	39,262	(1,019,068)
Total Revenues	1,068,914	185,885	(883,029)
EXPENDITURES			
Debt Service			
Principal Retirement	8,087,140	8,024,000	63,140
Interest and Fiscal Charges	7,398,410	6,700,005	698,405
Bond Issuance Cost	-	-	-
Total Expenditures	15,485,550	14,724,005	761,545
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,416,636)	(14,538,120)	(121,484)
OTHER FINANCING SOURCES (USES)			
Transfers In	12,328,709	14,442,290	2,113,581
Total Other Financing Sources and (Uses)	12,328,709	14,442,290	2,113,581
Net Change in Fund Balance	(2,087,927)	(95,830)	1,992,097
Fund Balance - Beginning	2,087,927	1,666,811	(421,116)
Fund Balance - Ending	$ -	$ 1,570,981	$ 1,570,981


ESCAMBIA COUNTY
FLORIDA

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUNDS

Proprietary funds are used to account for Business-Type activities. The focus is on the determination of operating income, changes in net position (or cost recovery), financial position and cash flows.

Inspection Fund
Used to account for building inspection services provided to the residents of Escambia County.

Bay Center Fund
Used to account for the operation, maintenance and improvements of the Pensacola Bay Center.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,004,387	$ 1,901,611	$ 3,905,998
Restricted Assets Available for Current Liabilities	7,285	-	7,285
Investments	1,835,993	398,942	2,234,935
Accounts Receivable, Net of Allowance for Uncollectable Accounts	299	134,741	135,040
Inventories	-	73,628	73,628
Total Current Assets	3,847,964	2,508,922	6,356,886
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Less: Portion Classified as Current	(7,285)	-	(7,285)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,878,713	25,878,713
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	482,509	2,268,705	2,751,214
Less: Accumulated Depreciation	(333,505)	(26,987,036)	(27,320,541)
Total Capital Assets (Net)	149,004	4,254,845	4,403,849
Total Noncurrent Assets	149,004	4,254,845	4,403,849
Total Assets	3,996,968	6,763,767	10,760,735
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	725,805	-	725,805
OPEB Cost and Subsequent Contributions	9,377	-	9,377
Total deferred outflow of resources	735,182	-	735,182

Continued

ESCAMBIA COUNTY, FLORIDA

COMBINING STATEMENT OF NET POSITION - Continued

NONMAJOR PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	19,591	641,651	661,242
Accrued Liabilities	97,360	-	97,360
Compensated Absences Payable	35,434	-	35,434
Due to Other Governments	12,810	17,834	30,644
Deposits	12,983	-	12,983
Other Current liabilities	-	1,704,922	1,704,922
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Total Current Liabilities	185,463	2,364,407	2,549,870
Noncurrent Liabilities:			
Compensated Absences Payable	318,903	-	318,903
Other Post Employment Benefits	143,901	-	143,901
Net Pension Liability Proportionate Share	1,589,312	-	1,589,312
Total Noncurrent Liabilities	2,052,116	-	2,052,116
Total Liabilities	2,237,579	2,364,407	4,601,986
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	200,377	-	200,377
Unamortized OPEB Costs	6,046	-	6,046
Total deferred inflow of resources	206,423	-	206,423
NET POSITION			
Net Investment in Capital Assets	149,004	4,254,845	4,403,849
Unrestricted	2,139,144	144,515	2,283,659
Total Net Position	$ 2,288,148	$ 4,399,360	$ 6,687,508

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	**Bay Center Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 2,890,153	$ 5,100,674	$ 7,990,827
Miscellaneous Revenues	55,908	13,137	69,045
Total Operating Revenues	2,946,061	5,113,811	8,059,872
Operating Expenses:			
Personal Services	2,136,351	-	2,136,351
Contracted Services	-	6,231,338	6,231,338
Supplies and Materials	17,440	650	18,090
Repairs and Maintenance	62,761	27,046	89,807
Other Services and Charges	332,117	9,808	341,925
Depreciation	34,754	777,701	812,455
Premiums/Claims Expense	10,363	107,048	117,411
Total Operating Expenses	2,593,786	7,153,591	9,747,377
Operating Income (Loss)	352,275	(2,039,780)	(1,687,505)
Nonoperating Revenues (Expenses):			
Grants	-	34,429	34,429
Investment Income	21,671	1,446	23,117
Total Nonoperating Revenues (Expenses)	21,671	35,875	57,546
Income Before Transfers and Contributions	373,946	(2,003,905)	(1,629,959)
Transfer In	-	1,300,000	1,300,000
Capital Contributions	-	81,215	81,215
Change in Net Position	373,946	(622,690)	(248,744)
Net Position - Beginning As Restated	1,914,202	5,022,050	6,936,252
Net Position - Ending	$ 2,288,148	$ 4,399,360	$ 6,687,508

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 2,657,692	$ 5,399,698	$ 8,057,390
Payments to suppliers	(401,275)	(6,347,789)	(6,749,064)
Payments to employees	(2,019,696)	-	(2,019,696)
Net Cash Provided (Used) by Operating Activities	236,721	(948,091)	(711,370)
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	-	1,300,000	1,300,000
Subsidy from federal/state grants	-	34,429	34,429
Net Cash Provided (Used) by Noncapital Financing Activities	-	1,334,429	1,334,429
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(6,409)	(37,375)	(43,784)
Net Cash (Used) by Capital and Related Financing Activities	(6,409)	(37,375)	(43,784)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(529,167)	(130,895)	(660,062)
Interest received	21,671	1,446	23,117
Net Cash Provided (Used) by Investing Activities	(507,496)	(129,449)	(636,945)
Net Increase (Decrease) in Cash and Cash Equivalents	(277,184)	219,514	(57,670)
Cash and cash equivalents at beginning of year	2,288,856	1,682,097	3,970,953
Cash and cash equivalents at end of year	$ 2,011,672	$ 1,901,611	$ 3,913,283
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,004,387	$ 1,901,611	$ 3,905,998
Current restricted assets	7,285	-	7,285
Total Cash and Cash Equivalents	$ 2,011,672	$ 1,901,611	$ 3,913,283

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	$ 352,275	$ (2,039,780)	$ (1,687,505)
Depreciation	34,754	777,701	812,455
Change in Assets and Liabilities:			
Accounts receivable	(299)	67,241	66,942
Inventories	-	(24,941)	(24,941)
Prepaids	-	556	556
Accounts payable	12,836	41,814	54,650
Accrued liabilities	6,669	-	6,669
Due to other governments	8,570	10,672	19,242
Customer deposits	(288,070)	(563)	(288,633)
Other current liabilities	-	219,209	219,209
Compensated absences	23,664	-	23,664
Post employment benefits	(14,757)	-	(14,757)
Net pension liability proportionate share and related deferred outflows/inflows of resources	101,079	-	101,079
Total Adjustments	(115,554)	1,091,689	976,135
Net Cash Provided (Used) by Operating Activities	$ 236,721	$ (948,091)	$ (711,370)
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 81,215	$ 81,215

BUSINESS -TYPE FUNDS

INTERNAL SERVICE FUNDS

Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component unit, or to other governments, on a cost-reimbursement basis.

Board of County Commissioners - ISF
Used to account for risk management services, garage and fuel services provided to County departments, and for the administration of employee benefits.

Clerk of Circuit Court and Comptroller - ISF
Used to account for annual costs related to compensated absence policy and activities for the Court Related employees of the Clerk of the Circuit Court and Comptroller's Office.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 8,288,877	$ 686,983	$ 8,975,860
Investments	7,473,089	-	7,473,089
Accounts Receivable, Net of Allowance for Uncollectable Accounts	567,599	-	567,599
Due from Other Funds	835,118	-	835,118
Due from Other Governments	225,304	-	225,304
Inventories	373,664	-	373,664
Total Current Assets	17,763,651	686,983	18,450,634
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	281,363	-	281,363
Less: Accumulated Depreciation	(1,023,564)	-	(1,023,564)
Total Capital Assets (Net)	594,736	-	594,736
Total Noncurrent Assets	594,736	-	594,736
Total Assets	18,358,387	686,983	19,045,370
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	312,574	-	312,574
Unamortized OBEB Cost and Subsequent Contributions	5,828	-	5,828
Total deferred outflow of resources	318,402	-	318,402

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,573,923	-	2,573,923
Accrued Liabilities	50,510	-	50,510
Compensated Absences Payable	27,544	68,698	96,242
Estimated Claims Payable	3,168,831	-	3,168,831
Due to Other Funds	-	-	-
Due to Other Governments	1,799	-	1,799
Deposits	-	-	-
Total Current Liabilities	5,822,607	68,698	5,891,305
Noncurrent Liabilities:			
Compensated Absences Payable	247,892	618,285	866,177
Other Post Employment Benefits	89,437	-	89,437
Net Pension Liability	695,917	-	695,917
Estimated Claims Payable	6,803,090	-	6,803,090
Total Noncurrent Liabilities	7,836,336	618,285	8,454,621
Total Liabilities	13,658,943	686,983	14,345,926
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	93,795	-	93,795
Unamortized OPEB Costs	3,758	-	3,758
Total deferred inflow of resources	97,553	-	97,553
NET POSITION			
Net Investment in Capital Assets	594,736	-	594,736
Unrestricted	4,325,557	-	4,325,557
Total Net Position	$ 4,920,293	$ -	$ 4,920,293

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 37,251,137	$ 444,178	$ 37,695,315
Miscellaneous Revenues	-	-	-
Total Operating Revenues	37,251,137	444,178	37,695,315
Operating Expenses:			
Personal Services	1,174,643	444,178	1,618,821
Claims Incurrred and Changes in Estimate	1,854,869	-	1,854,869
Repairs and Maintenance	33,282	-	33,282
Other Services and Charges	3,964,467	-	3,964,467
Depreciation	67,752	-	67,752
Premiums/Claims Expense	29,156,327	-	29,156,327
Total Operating Expenses	36,251,340	444,178	36,695,518
Operating Income (Loss)	999,797	-	999,797
Nonoperating Revenues (Expenses):			
Investment Income	84,220	-	84,220
Total Nonoperating Revenues (Expenses)	84,220	-	84,220
Income Before Transfers and Contributions	1,084,017	-	1,084,017
Transfer In	-	-	-
Transfer (Out)	(4,359)	-	(4,359)
Change in Net Position	1,079,658	-	1,079,658
Net Position - Beginning As Restated	3,840,635	-	3,840,635
Net Position - Ending	$ 4,920,293	$ -	$ 4,920,293

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 6,096,265	$ -	$ 6,096,265
Receipts from interfund risk/benefits management	26,846,154	-	26,846,154
Receipts from interfund fleet/fuel management	4,448,952	-	4,448,952
Payments to suppliers	(34,865,961)	-	(34,865,961)
Payments to employees	(1,199,152)	(834)	(1,199,986)
Net Cash Provided (Used) by Operating Activities	1,326,258	(834)	1,325,424
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	(4,359)	-	(4,359)
Transfers from Other Funds	-	-	-
Advances due to/from other funds	38,724	-	38,724
Net Cash Provided (Used) by Noncapital Financing Activities	34,365	-	34,365
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(9,160)	-	(9,160)
Net Cash (Used) by Capital and Related Financing Activities	(9,160)	-	(9,160)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(2,303,294)	-	(2,303,294)
Interest received	84,220	-	84,220
Net Cash Provided (Used) by Investing Activities	(2,219,074)	-	(2,219,074)
Net Increase (Decrease) in Cash and Cash Equivalents	(867,611)	(834)	(868,445)
Cash and cash equivalents at beginning of year	9,156,488	687,817	9,844,305
Cash and Cash Equivalents at End of Year	$ 8,288,877	$ 686,983	$ 8,975,860
Cash and Cash Equivalents Classified As:			
Current assets	$ 8,288,877	$ 686,983	$ 8,975,860
Total Cash and Cash Equivalents	$ 8,288,877	$ 686,983	$ 8,975,860

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governnmental Activities - Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	$ 999,797	$ -	$ 999,797
Depreciation	67,752	-	67,752
Change in Assets and Liabilities:			
(Increase) Decrease in accounts receivable	81,177	-	81,177
(Increase) Decrease in inventories	(67,731)	-	(67,731)
(Increase) Decrease in prepaids	-	-	-
Increase (Decrease) in accounts payable	348,184	-	348,184
Increase (Decrease) in accrued liabilities	880	-	880
Increase (Decrease) in due to other governments	(323,926)	-	(323,926)
Increase (Decrease) in customer deposits	(556)	-	(556)
Increase (Decrease) in compensated absences	(7,642)	(834)	(8,476)
Increase (Decrease) in Post Employment Benefits	(9,170)	-	(9,170)
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	51,036	-	51,036
Increase (Decrease) in claims payable	186,457	-	186,457
Total Adjustments	326,461	(834)	325,627
Net Cash Provided (Used for) Operating Activities	$ 1,326,258	$ (834)	$ 1,325,424
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ -	$ -

FIDUCIARY FUNDS

AGENCY FUNDS

Agency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

Clerk of the Circuit Court and Comptroller
Used to account for resources received and held by the Clerk in a fiduciary capacity. These resources represent fines, forfeitures and filing fees collected for other governmental agencies and support payments, jury and witness services and posted bonds collected for individuals.

Sheriff
Used to account for the assets held by the Sheriff for individuals such as prisoner's funds, confiscated monies held as evidence, and prepayments of the Sheriff's fees for serving papers.

Tax Collector
Used to account for property taxes and fees for licenses.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2018

	Clerk General Agency	Sheriff General Agency	Tax Collector General	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,360,479	$ 427,665	$ 3,919,044	$ 9,707,188
Accounts Receivable	-	-	422,557	422,557
Total Assets	$ 5,360,479	$ 427,665	$ 4,341,601	$ 10,129,745
LIABILITIES				
Due to Other Governments	$ 25,175	$ 51,660	$ 4,016,518	$ 4,093,353
Due to Individuals	1,733,124	376,005	325,083	2,434,212
Other Current Liabilities	3,602,180	-	-	3,602,180
Total Liabilities	$ 5,360,479	$ 427,665	$ 4,341,601	$ 10,129,745

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2018

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
Accounts Receivable	-	-	-	-
Total Assets	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
LIABILITIES				
Accounts Payable	$ -	$ 133,642	$ 133,642	$ -
Due to Other Governments	23,211	157,892	155,928	25,175
Due to Individuals	1,578,685	3,399,814	3,245,375	1,733,124
Other Current Liabilities	3,423,958	22,061,964	21,883,742	3,602,180
Total Liabilities	$ 5,025,854	$ 25,753,312	$ 25,418,687	$ 5,360,479

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
Accounts Receivable	-	-	-	-
Total Assets	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
LIABILITIES				
Due to Other Governments	$ 5,030	$ 46,630	$ -	$ 51,660
Due to Individuals	267,971	1,167,732	1,059,698	376,005
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 3,476,423	$ 1,645,439,085	$ 1,644,996,464	$ 3,919,044
Accounts Receivable	477,035	46,707,445	46,761,923	422,557
Total Assets	$ 3,953,458	$ 1,692,146,530	$ 1,691,758,387	$ 4,341,601
LIABILITIES				
Due to Other Governments	$ 3,439,968	$ 41,957,072	$ 41,380,522	$ 4,016,518
Due to Individuals	513,490	418,427,823	418,616,230	325,083
Total Liabilities	$ 3,953,458	$ 460,384,895	$ 459,996,752	$ 4,341,601

Continued

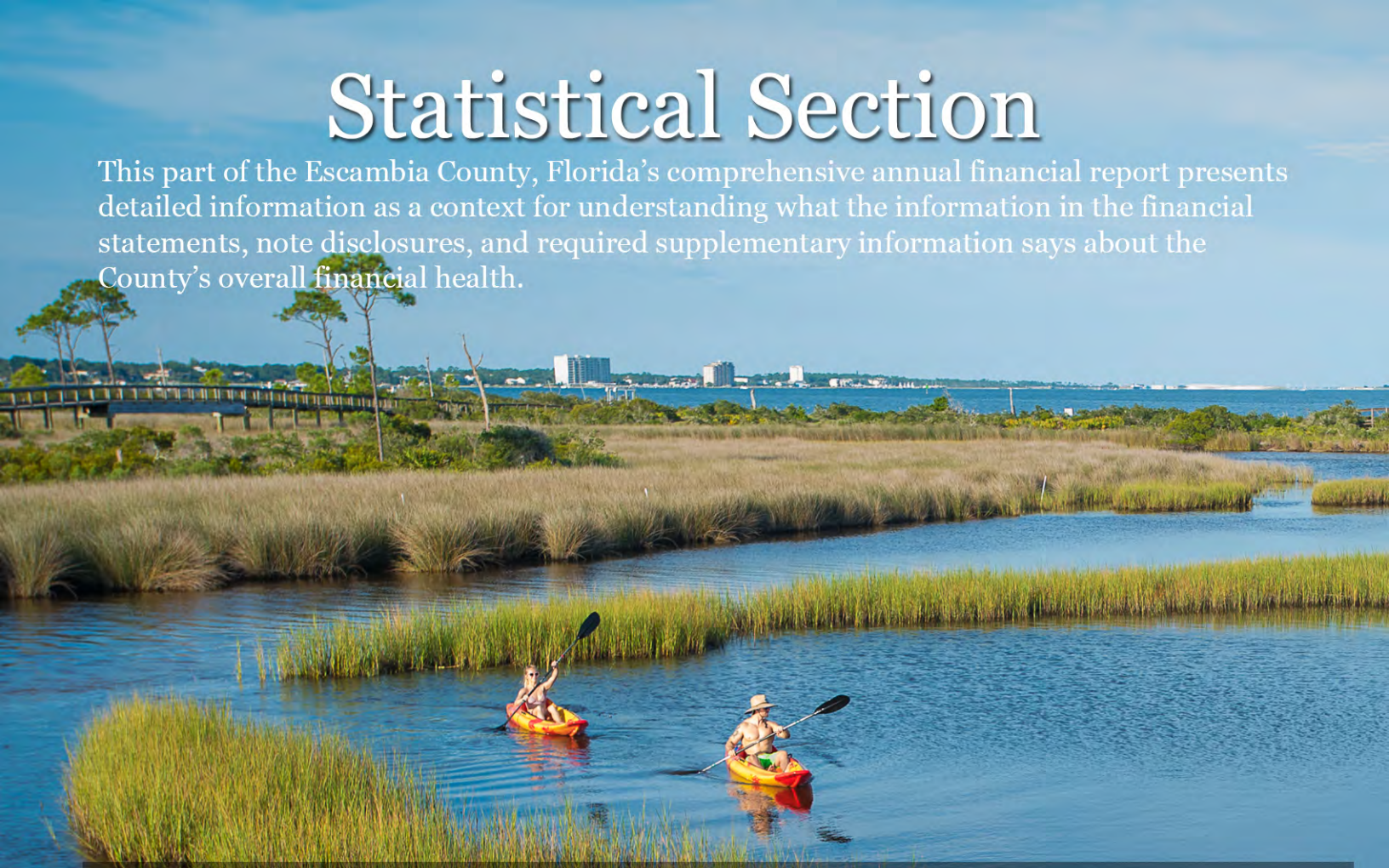
ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2018

AGENCY COMBINED TOTALS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 8,775,278	$ 1,672,225,197	$ 1,671,293,287	$ 9,707,188
Accounts Receivable	477,035	46,707,445	46,761,923	422,557
Total Assets	$ 9,252,313	$ 1,718,932,642	$ 1,718,055,210	$ 10,129,745
LIABILITIES				
Accounts Payable	$ -	$ 133,642	$ 133,642	$ -
Due to Other Governments	3,468,209	42,161,594	41,536,450	4,093,353
Due to Individuals	2,360,146	422,995,369	422,921,303	2,434,212
Other Current Liabilities	3,423,958	22,061,964	21,883,742	3,602,180
Total Liabilities	$ 9,252,313	$ 487,352,569	$ 486,475,137	$ 10,129,745

Statistical Section

This part of the Escambia County, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the County's overall financial health.



Financial Trends
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity
These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

Debt Capacity
These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

Operating Information
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the County provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant years.


ESCAMBIA COUNTY
FLORIDA

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2018	2017*	2016	2015
Governmental activities				
Net investment in capital assets	$ 482,496	$ 463,840	$ 437,792	$ 436,375
Restricted	162,236	164,972	155,972	128,529
Unrestricted	(107,680)	(110,792)	(68,495)	(58,603)
Total governmental activities net position	537,052	518,020	525,269	506,301
Business-type activities				
Net investment in capital assets	50,808	49,735	47,463	51,827
Unrestricted	22,482	25,238	26,377	17,218
Total business-type activities net position	73,290	74,973	73,840	69,045
Primary government				
Net investment in capital assets	533,304	513,575	485,255	488,202
Restricted	162,236	164,972	155,972	128,529
Unrestricted	(85,198)	(85,554)	(42,118)	(41,384)
Total primary government net position	$ 610,342	$ 592,993	$ 599,109	$ 575,347

* As restated for change in Accounting Principle

Continued next page

2014*	2013	2012	2011	2010	2009
$ 442,851	$ 452,717	$ 458,089	$ 458,331	$ 445,075	$ 421,039
64,981	102,728	86,651	85,670	91,990	9,422
(22,759)	15,359	30,839	10,083	10,312	100,805
485,073	570,804	575,579	554,084	547,377	531,266
50,952	52,502	49,930	49,870	48,811	47,589
13,816	15,992	14,852	14,200	10,707	880
64,768	68,494	64,782	64,070	59,518	48,469
493,803	505,219	508,019	508,201	493,887	468,628
64,981	102,728	86,651	85,670	91,990	9,422
(8,943)	31,351	45,691	24,283	21,019	101,685
$ 549,841	$ 639,298	$ 640,361	$ 618,154	$ 606,896	$ 579,735

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2018**	**2017**	**2016**	**2015**
Governmental activities:				
General government	$ 69,239	$ 71,637	$ 59,270	$ 52,406
Public Safety	154,065	148,553	146,708	127,345
Physical environment	5,831	2,855	2,736	2,423
Transportation	49,239	48,569	56,118	51,235
Economic environment	15,180	14,088	12,461	11,486
Human services	3,011	2,679	2,602	2,689
Culture and recreation	14,177	9,957	10,248	9,140
Court related	11,426	12,583	11,686	12,955
Interest	6,491	4,574	3,277	3,441
Total governmental activities expenses	328,659	315,495	305,106	273,120
Business-type activities:				
Solid waste	10,443	10,110	10,143	9,956
Emergency medical services	15,099	13,616	12,678	10,978
Inspection fund	2,594	2,500	2,435	2,187
Bay Center	7,153	7,006	6,837	6,685
Total business-type activities expenses	35,289	33,232	32,093	29,806
Total primary government expenses	$ 363,948	$ 348,727	$ 337,199	$ 302,926
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,551	5,378	4,933	4,471
Public safety	21,538	22,684	19,472	17,998
Physical environment	16,897	15,806	15,707	17,732
Transportation	6,747	7,053	6,854	6,746
Economic environment	766	382	581	270
Culture/recreation	435	514	520	522
Court related	11,449	12,316	11,559	11,543
Operating grants and contributions	27,145	19,187	24,286	18,434
Capital grants and contributions	16,103	9,856	8,255	8,104
Total governmental activities program revenue	106,631	93,176	92,167	85,820
Business-type activities:				
Charges for services				
Solid waste	14,998	15,373	15,141	13,485
Emergency medical services	12,773	10,963	12,832	12,013
Inspection fund	2,890	2,622	2,581	2,262
Bay Center	5,101	4,564	4,975	4,409
Operating grants and contributions		-	-	-
Capital grants and contributions	125	155	161	735
Total business-type activities program revenue	35,887	33,677	35,690	32,904
Total primary government program revenues	$ 142,518	$ 126,853	$ 127,857	$ 118,724
Net (Expense)/Revenue				
Governmental activities	$ (222,028)	$ (222,319)	$ (212,939)	$ (187,300)
Business-type activities	598	445	3,597	3,098
Total primary government net expense	$ (221,430)	$ (221,874)	$ (209,342)	$ (184,202)

Continued next page

2014	2013	2012	2011	2010	2009
$ 63,252	$ 74,163	$ 67,918	$ 66,068	$ 58,525	$ 68,563
127,213	107,598	120,918	117,657	120,345	118,799
1,618	2,057	4,694	6,892	4,418	4,348
48,542	52,130	49,084	47,726	44,860	43,887
12,139	11,274	13,225	13,361	19,468	11,326
2,462	2,493	2,781	2,790	3,318	3,386
8,930	4,464	7,024	6,073	5,647	5,851
11,215	10,152	7,922	8,405	8,446	8,607
3,392	3,058	4,388	5,165	5,397	6,471
278,763	267,389	277,954	274,137	270,424	271,238
9,919	9,988	10,254	11,941	11,822	7,861
10,796	9,912	9,723	9,387	9,563	14,195
2,079	1,876	2,285	2,580	2,874	3,141
6,560	6,583	5,876	5,743	6,509	5,523
29,354	28,359	28,138	29,651	30,769	30,720
$ 308,117	$ 295,748	$ 306,092	$ 303,788	$ 301,193	$ 301,958
4,273	4,285	25,380	25,142	25,084	26,578
17,947	17,725	18,629	17,679	17,469	14,589
14,935	13,582	2,625	2,364	2,566	2,452
6,509	6,249	1,254	1,444	1,241	1,023
380	321	6	42	5	18
494	380	397	300	311	266
10,021	6,674	2,791	3,070	3,007	9,930
18,946	19,239	45,950	32,687	31,039	15,183
10,655	4,813	10,683	11,704	27,450	33,056
84,160	73,268	107,716	94,432	108,172	103,096
13,618	11,998	11,674	12,489	11,681	9,830
12,158	11,454	9,386	11,548	13,924	14,074
2,299	2,091	1,970	1,904	1,829	1,997
4,558	3,905	3,735	3,490	3,974	3,473
103	2	236	14	107	6
131	1,556	92	718	1,624	972
32,867	31,006	27,093	30,163	33,138	30,352
$ 117,027	$ 104,274	$ 134,809	$ 124,595	$ 141,310	$ 133,448
$ (194,603)	$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)	$ (168,142)
3,513	2,647	(1,046)	512	2,369	(369)
$ (191,090)	$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)	$ (168,511)

Schedule 3
Escambia County, Florida

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2018	2017	2016	2015
General Fund:				
Nonspendable	$ 753	$ 694	$ 644	$ 4,292
Restricted		-	-	-
Committed		-	-	-
Assigned	15,268	16,297	18,952	17,911
Unassigned	34,190	30,149	27,682	25,536
Total general fund	50,211	47,140	47,278	47,739
All Other Governmental Funds:				
Nonspendable	$ 501	563	17,954	10,118
Restricted	239,658	244,779	138,898	124,568
Committed	17,377	17,115	14,916	16,121
Assigned	-	-	-	-
Unassigned	(9,546)	(9,820)	(8,204)	(6,240)
Total all other governmental funds	247,990	252,637	163,564	144,567
Total all governmental funds	$ 298,201	$ 299,777	$ 210,842	$ 192,306

	Fiscal Year	
	2010	2009
General Fund:		
Reserved	$ 1,458	$ 1,529
Unreserved	31,274	31,636
Total general fund	32,732	33,165
All Other Governmental Funds:		
Reserved	52,433	56,106
Unreserved, reported in:		
Special revenue funds	17,321	14,431
Debt service fund	-	-
Capital projects funds	39,352	38,056
Total all other governmental funds	109,106	108,593
Total all governmental funds	$ 141,838	$ 141,758

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

2014	2013	2012	2011
$ 4,367	$ 4,805	$ 5,021	$ 579
-	52	-	-
-	-	-	-
10,073	8,402	4,908	903
23,647	19,361	16,868	27,954
38,087	32,620	26,798	29,437
5,609	2,567	7,776	18,896
123,349	99,764	86,651	85,670
14,267	13,545	9,100	8,418
-	-	8,777	7,655
(3,836)	(3,980)	(6,088)	(18,135)
139,389	111,896	106,216	102,504
$ 177,476	$ 144,516	$ 133,014	$ 131,941

Schedule 4
Escambia County, Florida

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	2018	2017	2016	2015
REVENUES				
Taxes	$ 190,782	$ 180,220	$ 177,312	$ 173,928
Permits, fees and special assessments	19,127	19,048	15,966	16,027
Franchise fees	15,461	14,747	14,883	15,140
Intergovernmental revenue	83,736	67,034	70,451	62,617
Charges for services	23,908	25,441	23,968	23,618
Fines and forfeits	2,376	2,900	2,529	2,606
Investment income	3,337	2,059	2,620	2,504
Miscellaneous	5,794	5,615	6,492	9,820
Total revenues	344,521	317,064	314,221	306,260
EXPENDITURES				
General government	57,291	55,134	55,544	53,032
Public safety	136,213	132,449	132,149	124,781
Physical environment	8,486	3,385	2,110	4,173
Transportation	33,702	33,724	34,398	30,601
Economic environment	14,959	14,635	12,322	11,227
Human services	2,793	2,449	2,549	2,686
Culture and recreation	9,221	8,320	7,677	7,450
Court-related	11,180	11,286	10,541	11,693
Debt service:				
Principal	8,024	7,343	7,160	6,812
Interest	6,706	3,961	3,127	3,290
Bond issuance costs	-	552	-	-
Capital outlay	60,203	42,054	27,418	34,970
Total expenditures	348,778	315,292	294,995	290,715
Excess of revenues over (under) expenditures	(4,257)	1,772	19,226	15,545
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	-	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	-	78,060		
Premium(Discount)Notes/Bonds	-	10,682		
Notes issued	-	-	-	-
Proceeds from the sale of capital assets				
Payments made to bond escrow agents	-	-	-	-
Insurance recoveries	-	-	-	-
Transfers in	36,849	24,865	22,053	21,251
Transfers out	(34,167)	(26,444)	(22,743)	(21,966)
Total other financing sources (uses)	2,682	87,163	(690)	(715)
Net change in fund balances	$ (1,575)	$ 88,935	$ 18,536	$ 14,830
Debt service as a percentage of noncapital expenditures	5.28%	4.27%	3.95%	4.09%

Continued next page

Fiscal Year					
2014	2013	2012	2011	2010	2009
$ 161,956	$ 149,265	$ 153,137	$ 157,787	$ 152,344	$ 158,587
13,916	13,546	12,893	12,074	12,180	11,365
14,608	13,308	13,372	13,811	14,109	13,809
62,337	57,770	81,844	68,947	85,534	59,002
21,677	18,111	17,627	17,218	16,885	18,612
2,407	2,262	1,145	1,207	990	3,757
1,344	418	3,415	1,395	1,042	3,126
11,935	8,992	5,180	10,453	6,987	16,401
290,180	263,672	288,613	282,892	290,071	284,659
56,079	58,979	59,147	61,209	51,716	59,419
119,698	103,464	112,270	112,160	108,184	113,003
1,731	2,279	5,251	6,432	5,490	4,831
27,584	26,812	26,183	26,172	23,898	24,615
12,796	10,419	12,517	13,428	18,973	11,731
2,337	2,079	2,254	2,323	2,786	2,872
6,867	2,271	1,556	2,186	1,409	1,645
10,071	9,132	9,308	9,576	9,603	9,533
4,397	3,526	3,670	3,998	13,052	6,168
3,241	3,148	4,388	5,165	5,397	6,471
-	-	-	-	-	-
32,156	32,279	50,446	42,539	46,438	37,920
276,957	254,388	286,991	285,188	286,946	278,208
13,223	9,284	1,622	(2,296)	3,125	6,453
-	8,406	48,880	-	-	-
-	-	48,040	-	-	-
		-	-	-	-
20,500	-	-	-	-	1,227
		-	-	-	-
-	(8,362)	(96,700)	-	-	-
-	-	749	301	308	2,312
18,331	18,256	36,443	26,941	35,798	40,548
(19,094)	(16,083)	(38,057)	(34,843)	(38,842)	(43,378)
19,737	2,217	(645)	(7,601)	(2,736)	709
$ 32,960	$ 11,501	$ 976	$ (9,897)	$ 389	$ 7,162
3.21%	3.08%	3.54%	4.06%	4.09%	5.46%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

Fiscal Year	Net Assessed Value of Real Property (1)			Personal Property (2)	Total	Total Direct Tax Rate
	Residential Property	Commercial and Industrial Property	Other Property			
2009	9,654,407	2,917,677	345,944	1,939,783	14,857,811	7.6605
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	7.6605
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	7.6605
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	7.6605
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	7.6605
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	7.6605
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	7.6605
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	7.6605
2017	10,935,245	2,980,222	361,561	1,872,431	16,149,459	7.6605
2018	11,727,822	3,150,769	384,934	2,036,817	17,300,342	7.6605

Source: Escambia County Property Appraiser
www.escpa.org

(1) Taxable value of property subject to direct tax rate.

(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates


ESCAMBIA COUNTY
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Schedule 6
Escambia County, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(Rates per $1,000 of Assessed Value)
Millage rates levied for the fiscal year ending September 30

	Fiscal Year			
	2018	2017	2016	2015
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.3590
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685
Total direct rate	7.6605	7.6605	7.6605	7.6605
Overlapping:				
Escambia County School Board	6.3250	6.6310	6.8760	7.1130
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.0000
Northwest Florida Water Management	0.0338	0.0353	0.0366	0.0378
Town of Century	0.9204	0.9204	0.9732	0.9006
Total overlapping rates	13.5687	13.8762	14.1753	14.3409

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2014	2013	2012	2011	2010	2009
6.6165	6.9755	6.9755	6.9755	6.9755	6.9755
0.359	-	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	7.6605
7.557	7.558	7.821	7.860	7.860	7.720
4.2895	4.2895	4.2895	4.5395	4.5395	4.5395
2.000	2.000	2.000	2.000	2.000	2.000
0.039	0.040	0.040	0.045	0.045	0.045
0.9006	0.9048	0.9048	0.9048	0.823	0.817
14.7861	14.7921	15.0553	15.3493	15.2675	15.1215

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2018			Fiscal Year 2009		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 676,873	1	3.91%	$ 445,543	1	1.61%
International Paper Corp	276,109	2	1.60%	401,419	2	1.45%
West FL Medical/ Regional Medical Ctr	108,241	3	0.63%	95,449	8	0.35%
Ascend Performance Material*	114,473	4	0.66%	193,348	3	0.70%
Simon Debar/Simon Prop/Univer	69,358	5	0.40%			
Navy Federal Credit Union	153,978	6	0.89%			
Walmart/Sams	74,796	7	0.43%	67,684	10	0.24%
Pensacola Christian Colledge				118,726	7	0.43%
City of Pensacola	227,417	8	1.31%	121,493	6	0.44%
Bellsouth Tele/Southern Bell	39,179	9	0.23%	78,912	9	0.29%
Pensacola POB/Baptist	143,951	10	0.83%	154,557	5	0.56%
Sacred Heart Health Systems				186,377	4	0.67%
Total	$ 1,884,375		10.89%	$ 1,863,508		6.74%
	(1) $ 17,300,342			(1) $ 27,645,315		

Sources:
Escambia County Tax Roll compiled by the Escambia County Property Appraiser
www.escpa.org
Tangible personal property records on file in the Escambia County Tax Collector's office.
www.escambiataxcollector.com

(1) Total Estimated Assessed Value Countywide per Schedule 5

*Formerly Solutia, Inc.

Schedule 8
Escambia County, Florida

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections Received from Prior Year Levies		Total Collections to Date	
		Amount	Percentage of Original Levy			Amount	Percentage of Levy
2009	111,259,343	105,074,368	94.44%	214,915		105,289,283	94.63%
2010	107,040,913	100,137,279	93.55%	3,248,703		103,385,982	96.59%
2011	101,512,715	93,343,444	91.95%	12,084,191	**(1)**	105,427,635	103.86%
2012	99,330,134	99,249,940	99.92%	432,641		99,682,581	100.35%
2013	100,092,915	94,930,127	94.84%	188,794		95,118,921	95.03%
2014	101,167,730	100,380,170	99.22%	695,427		101,075,597	99.91%
2015	106,013,064	103,697,542	97.82%	5,150,838	**(2)**	108,848,380	102.67%
2016	110,249,860	106,512,637	96.61%	3,178,435	**(3)**	109,691,072	99.49%
2017	114,962,306	109,851,250	95.55%	199,525		110,050,775	95.73%
2018	114,962,306	109,213,921	95.00%	693,027		109,906,948	95.60%

Note: Property Tax data includes County wide and Municipal Services Taxing Units only.
Data does not include the Escambia County School Board.

(1) 2011 Collections received from prior year levies include $10,606,316 for collections held in reserve pending the outcome of court litigation.

(2) 2015 Collectionsreceived from prior year levies include $4,463,110 for collections held in reserve pending the outcome of court litigation.

(3) 2016 Collections received from prior year levies include $2,938,543 for collections held in reserve pending the outcome of court litigation.

Schedule 9
Escambia County, Florida

SCHEDULE OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

	Governmental Activities				Business Activities	
Fiscal Year	Bonds	Unamortized Bond Issue Premiums (2)	Capital Leases	Notes	Bonds	Notes
2009	$ 111,930,000	$ -	$ 1,164,512	$ 9,005,000	$ -	$ -
2010	108,540,000	-	507,504	-	-	-
2011	105,050,000	-	-	-	-	-
2012	56,680,000	-	-	48,040,000	-	-
2013	47,545,000	-	-	53,660,000	-	-
2014	46,780,000	-	-	70,528,000	-	-
2015	44,820,000	-	-	65,676,000	-	-
2016	42,610,000	-	-	60,726,000	-	-
2017	118,395,000	10,593,411	-	55,658,000	-	-
2018	115,545,000	10,228,121	-	50,484,000	-	-

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 16 for more Demographic and Economic Statistics. Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 16.

(2) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017.

Continued next page

Total Outstanding Debt	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita Income (1)
$ 122,099,512	1184.25%	297,015	$ 411	0.028%
109,047,504	1034.68%	297,619	366	0.032%
105,050,000	950.88%	299,653	351	0.035%
104,720,000	913.59%	304,191	344	0.036%
101,205,000	856.63%	377,753	268	0.038%
117,308,000	1036.24%	309,034	380	0.031%
110,496,000	925.04%	311,003	355	0.035%
103,336,000	828.30%	315,187	328	0.038%
184,646,411	1256.91%	313,512	589	0.025%
176,257,121	1199.80%	313,512	562	0.027%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2018

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	115,545,000	100.00%
Escambia County - Revenue Notes		50,484,000	100.00%
Escambia County - Unamortized Bond Issue Premiums (3)		10,228,121	100.00%
Total Direct Debt	$	176,257,121	

Overlapping:

County Governments are encouraged, but not required to present information about Direct or Overlapping Debt. Overlapping debt is not presented.

Computation of Legal Debt Margin (2)

The Constitution of the State of Florida, Florida Statute 200.181 and Escambia County set no legal debt limit.

Note: Escambia County has no general obligation debt as of September 30, 2018.

(1) Source: Escambia County Government
(2) Source: Florida Statutes
(3) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017.


ESCAMBIA COUNTY
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Schedule 11
Escambia County, Florida

PLEDGED REVENUE COVERAGE

Last Ten Fiscal Years

	Sales Tax Bond/Note				Capital Improvement Bond/Note			
Fiscal Year	Half-Cent Sales Tax Revenues	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage	Covenant to Budget (1)	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage
2009	18,213,848	1,865,000	3,880,328	3.17	1,952,547	480,000	968,298	1.35
2010	18,089,862	1,925,000	3,824,378	3.15	2,136,856	495,000	952,938	1.48
2011	19,531,628	1,985,000	3,761,815	3.40	2,770,775	510,000	936,108	1.92
2012	19,793,471	2,050,000	3,695,318	3.45	2,423,968	530,000	917,748	1.67
2013	20,617,921	2,120,000	3,625,618	3.59	1,447,388	740,000	582,971	1.09
2014	21,735,479	1,775,000	2,227,994	5.43	2,337,204	1,445,000	891,904	1.00
2015	22,513,589	3,005,000	2,177,244	4.34	3,616,947	2,606,000	1,010,186	1.00
2016	23,418,049	3,280,000	2,092,212	4.36	3,616,913	2,667,000	948,587	1.00
2017	24,173,396	3,380,000	3,008,930	3.78	3,615,062	2,728,000	885,732	1.00
2018	25,920,787	3,480,000	2,018,744	4.71	7,936,484	3,295,000	4,640,982	1.00

(1) Covenant to budget and appropriate from available Non-ad valorem revenues.
(2) Operating Expenses are defined pursuant to the ordinance 89-7, as amended, providing authority to pledge Tourism tax revenues.

Continued next page

Tourist Development Tax Bond/Note

Tourist Development Tax Revenues	Less Operating Expense (2)	Net Available for Debt Service	Debt Service Requirements		Coverage
			Principal	Interest	
5,332,852	(3,371,913)	1,960,939	935,000	488,310	3.75
5,051,422	(1,700,000)	3,351,422	970,000	460,260	3.53
6,461,694	(1,974,810)	4,486,884	995,000	430,190	4.53
7,156,095	(1,400,000)	5,756,095	1,025,000	398,350	5.03
7,801,334	(1,200,000)	6,601,334	1,650,000	364,525	3.87
8,395,717	(1,300,000)	7,095,717	1,177,000	117,447	6.49
9,159,624	(1,300,000)	7,859,624	1,201,000	98,626	7.05
9,955,914	(1,300,000)	8,655,914	1,213,000	79,422	7.70
10,598,123	(1,300,000)	9,298,123	1,235,000	60,026	8.18
11,361,080	(1,300,000)	10,061,080	1,249,000	40,279	8.81


ESCAMBIA COUNTY
FLORIDA

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Seven Fiscal Years

Fiscal Year	Half-Cent Sales Tax Revenues (2)	Percentage Change
2012	19,793,471	1.3%
2013	20,617,921	4.2%
2014	21,735,479	5.4%
2015	22,513,589	3.6%
2016	23,418,049	4.0%
2017	24,173,396	3.2%
2018	25,920,787	7.2%

(1) The table sets forth the historical Sales Tax Revenues received by the county (net of amounts distributed to municipalities within the County) for the Fiscal Years Ending September 30, 2012 through 2018 (audited).

(2) The Amount of Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in tax rate and changes in the amount of Sales Tax Revenues deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2017 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State, deposited into the Trust Fund and then distributed to the County.

(3) In particular, the share of the Sales Tax Revenues deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the incorporated and unincorporated areas with in the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.

Schedule 13
Escambia County, Florida

PRO FORMA DEBT SERVICE COVERAGE FROM SALES TAX REVENUES

Last Seven Fiscal Years

	Fiscal Year Ended September 30,			
	2018	**2017**	**2016**	**2015**
Sales Tax Revenue	$ 25,920,787	$ 24,173,396	$ 23,418,049	$ 22,513,589
Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	9,572,827	9,572,824	9,572,824	9,572,824
Sales Tax Revenue coverage of Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	2.71 x	2.53 x	2.45 x	2.35 x

(1) The coverage table compares the historical Sales Tax Revenues to the pro forma aggregate maximum annual debt service on the Series 2011 bond, the Series 2012 Note and the Series 2017 Bonds. The pro forma aggregate maximum annual debt service would occur in Fiscal Year 2024, based on the assumptions set forth below.

(1) Assumes that the Sales Tax Refunding Revenue Bond, Series 2011 matures on October 1, 2031 with no change in the interest rate of 3.06%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory redemption at the option of the owner of the Bond on October 1, 2026. Further, assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028.

Continued next page

2014		2013		2012	
$ 21,735,479		$ 20,617,921		$ 19,793,471	
9,572,824		9,572,824		9,572,824	
2.27	x	2.15	x	2.07	x

Schedule 14
Escambia County, Florida

HISTORICAL NON-AD VALOREM REVENUE (1)

Last Five Fiscal Years

	Fiscal Year Ended September 30,		
	2018	**2017**	**2016**
Charges for Other Services	$ 23,908,299	$ 25,441,094	$ 23,968,246
Half-Cent Sales Tax	25,920,787	24,173,396	23,418,049
Electric Franchise Fee	11,877,215	11,353,718	11,540,341
Communication Services Tax	2,467,712	2,461,336	2,659,111
State Revenue Sharing	8,883,539	8,477,607	8,168,290
Reimbursement of Indirect Costs	3,259,281	3,355,784	2,866,294
Investment Income	3,336,558	2,058,847	2,619,591
Miscellaneous	5,794,200	5,607,165	6,492,126
Permits & Fees	381,468	327,086	331,995
Judgements & Fines	2,376,467	2,900,280	2,528,843
Excess Fees - Constitutional Officers	1,837,347	1,954,195	1,146,715
Other Non-enterprise, Non-Ad Valorem	144,571,076	118,902,982	118,790,108
TOTALS	$ 234,613,949	$ 207,013,490	$ 204,529,709

(1) The table sets forth the sources and total amounts of Non-Ad Valorem Revenue of the county for the Fiscal Years ended September 30, 2014 through 2018 (audited).

Continued next page

2015	2014
$ 23,617,512	$ 21,677,255
22,513,589	21,735,479
11,830,914	11,273,510
2,737,529	2,661,569
7,949,431	7,357,972
2,727,676	2,143,749
2,503,613	1,343,694
9,819,968	11,934,939
259,021	235,927
2,605,545	2,406,901
1,663,774	1,889,212
109,182,868	109,721,231
$ 197,411,440	$ 194,381,438

Schedule 15
Escambia County, Florida

DEBT SERVICE REQUIREMENTS FROM NON-AD VALOREM REVENUES (1)

Last Five Fiscal Years

	Fiscal Year Ended September 30,				
	2018 (2)	**2017 (2)**	**2016**	**2015**	**2014**
Total Governmental Fund Revenues	344,520,897	317,064,265	314,220,781	306,259,820	290,180,326
Less Ad Valorem Revenues	(109,906,948)	(110,050,775)	(109,691,072)	(108,848,380)	(95,798,888)
Non-Ad Valorem Revenues	234,613,949	207,013,490	204,529,709	197,411,440	194,381,438
Essential Expenditures					
General Government	(57,290,782)	(55,134,177)	(55,543,552)	(53,031,820)	(56,078,759)
Public Safety	(136,212,623)	(132,448,931)	(132,149,155)	(124,781,265)	(119,698,436)
Total Essential Expenditures	(193,503,405)	(187,583,108)	(187,692,707)	(177,813,085)	(175,777,195)
Allocable Portion of Essential Expenditures	(131,773,133)	(122,474,331)	(122,171,215)	(114,616,201)	(117,746,866)
Revenues for Coverage	102,840,816	84,539,159	82,358,494	82,795,239	76,634,572
Total Maximum Annual Debt Service (2)	14,780,583	14,477,293	10,285,572	10,285,572	10,285,572
Coverage	6.96 x	5.84 x	8.01 x	8.05 x	7.45 x

(1) The coverage table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion or a covenant to budget an appropriate Non-Advalorem Revenues.

(2) The Total Maximum Annual Debt Services for 2018 and 2017 includes the refunded obligations on November 28, 2018, subsequent event as described in the notes to financial statements on page 96-97 of the CAFR.

Schedule 16
Escambia County, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Year	Population (1)	Median Age (2)	Per Capita Personal Income (1)	Personal Income *(thousands of dollars)* (3)	School Enrollment (4)	Unemployment Rate (1)
2009	297,015	38.4	34,713	10,310,282	40,325	9.8%
2010	297,619	37.0	35,412	10,539,284	40,049	10.1%
2011	299,653	37.5	36,868	11,047,607	39,658	9.9%
2012	304,191	38.0	37,682	11,462,525	39,870	8.1%
2013	307,753	37.6	38,389	11,814,330	40,082	6.5%
2014	309,034	37.6	36,632	11,320,533	43,010	6.1%
2015	311,003	37.3	38,408	11,945,003	42,082	5.2%
2016	315,187	36.9	39,582	12,475,732	39,284	5.1%
2017	313,512	37.2	46,858	14,690,545	39,859	4.0%
2018	313,512	37.1	46,858	14,690,545	39,078	3.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2018 Population was not available at the time of issue, and is based on 2017 data
2018 Per Capita Personal Income was not available at the time of issue, and is based on 2017 data
Unemployment Rate is monthly adjusted as of September
(2) University of West Florida HAAS Center www.haas.uwf.edu
(3) Personal income is a calculated amount based on population and per capita personal income.
(4) Escambia County School District - School Board Budget Department www.escambia.k12.fl.us

Schedule 17
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2018 (1)			2009 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	14,700	1	28.28%	15,790	1	35.36%
State government	7,500	2	14.43%	5,970	3	13.37%
Navy Federal Credit Union	7,101	3	13.66%			0.00%
Federal government	6,600	4	12.70%	7,403	2	16.58%
Baptist Health Care	6,633	5	12.76%	3,163	5	7.08%
Sacred Heart Health Systems	4,820	6	9.27%	5,000	4	11.20%
Gulf Power Company	1,744	7	3.35%	1,400	7	3.14%
West Florida Healthcare	1,200	8	2.31%	1,300	9	2.91%
Ascend Performance Materials	888	9	1.71%	1,400	8	3.14%
West Corporation	800	10	1.54%			0.00%
University of West Florida (State of FL)				1,231	10	2.76%
Lakeview Center (Baptist Health Care)				2,000	6	4.48%
International Paper						
Total Employees	51,986			44,657		

Source:
(1) Florida West Economic Development Alliace www.FloridaWestEDA.com and Florida Research and Economic Information Database Applications (Total Government) www.FREIDA.labormarketinfo.com
(2) Escambia County Comprehensive Annual Fiscal Report for the year ending 2009.


ESCAMBIA COUNTY
FLORIDA

Schedule 18
Escambia County, Florida

ESCAMBIA COUNTY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Number of Full Time Equivalent Employees as of September 30			
	2018	2017	2016	2015
General government				
Board of County Commissioners	200	215	177	197
Clerk of Circuit Court & Comptroller	42	41	41	53
Property Appraiser	70	70	70	70
Supervisor of Elections	15	15	13	13
Tax Collector	103	100	100	100
Public safety				
Board of County Commissioners	925	918	862	841
Sheriff	704	652	652	670
Physical environment				
Board of County Commissioners	63	67	65	66
Transportation				
Board of County Commissioners	324	225	229	197
Economic environment				
Board of County Commissioners	6	6	6	5
Human services				
Board of County Commissioners	30	29	43	43
Culture and recreation				
Board of County Commissioners	85	26	26	24
Court related				
Board of County Commissioners	14	14	13	7
Clerk of Circuit Court & Comptroller	108	119	118	117
Total	2,689	2,497	2,415	2,403

Source: Escambia County Government

Continued next page

2014	2013	2012	2011	2010	2009
192	211	198	197	207	166
53	55	54	53	53	53
75	70	70	69	69	78
13	15	15	14	15	19
103	103	89	89	89	91
810	373	379	379	398	300
645	1,079	1,102	1,094	1,103	1,122
105	103	98	104	105	87
192	196	194	190	199	198
4	-	-	-	-	5
30	29	27	28	26	34
25	26	25	24	26	21
6	4	4	3	3	8
116	117	125	130	130	133
2,369	2,381	2,380	2,374	2,423	2,315

Schedule 19
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2018	2017	2016	2015
General Government				
County residents per employee (1)	117	126	129	129
Public Safety				
Building permits -total value	unavailable	$ 228,500,135	$ 202,881,216	$ 160,326,832
Building permits - single & multi-family units	1,371	928	923	771
Total fire responses	18,440	16,683	14,317	15,320
Total permits issued	26,110	20,881	20,200	18,786
Total inspections performed	51,120	38,848	34,461	33,628
Code enforcement complaints	6,753	6,471	6,431	7,579
Emergency calls (ambulance)	58,653	51,464	46,881	41,537
Non-emergency calls (ambulance)	4,400	2,760	2,435	534
Total ambulance transports	40,288	36,595	36,442	35,225
911 calls - City	45,962	49,636	51,159	56,602
Arrests - City	3,697	3,301	3,039	3,176
Traffic violations - City	7,315	8,009	6,804	6,859
911 calls - County	50,468	50,661	50,536	42,402
Arrests - County	20,107	15,953	14,137	11,306
Traffic violations - County	23,255	32,381	22,559	12,014
Physical environment				
Solid waste managed at Perdido Landfill (tons)	396,444	411,452	334,027	257,778
Waste disposed of in the class I landfill (tons)	339,170	362,882	318,320	234,031
Tons of yard trash recycled	9,170	7,609	8,033	20,262
Tons of various recycled materials	47,520	40,053	4,924	3,380
Hazardous material disposed of (tons)	42	43	76	34
Transportation				
Passenger trips - fixed route services	1,445,102	1,578,305	1,443,463	1,490,282
Passenger trips - paratransit/demand services	101,579	92,820	87,558	87,355
Bob Sikes toll receipts	3,403,058	3,540,583	3,452,765	3,537,142
Culture and recreation				
Bay Center operating revenues	5,148,240	4,573,010	4,989,232	4,434,520
Parks & recreation park uses	127	78	73	69
Equestrian Center events	53	66	56	56
Lake Stone rentals	447	473	426	391
Naval Air Museum visitors	738,043	772,997	842,639	872,082
Students enrolled - University of West Florida	13,033	12,979	12,798	12,602
Students enrolled - Pensacola State College	8,824	8,651	8,229	9,022

N/A: Information not available
Sources: Various county departments, Pensacola Police Department, University of West Florida, Pensacola State College, and the Pensacola Naval Air Museum.

(1) General Government - County residents per employee is derived from total county population on Schedule 16 and total County government employees on Schedule 18

Continued next page

2014	2013	2012	2011	2010	2009
130	129	128	126	123	128
$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291	$ 69,389,475
915	787	623			
14,769	15,946	15,392	15,736	15,493	13,602
19,416	17,440	15,176	15,741	15,330	15,222
34,490	31,798	27,205	25,288	25,581	38,612
6,165	8,292	6,400	6,354	7,418	5,659
41,599	37,872	38,668	36,516	35,557	33,836
950	2,103	531	797	1,068	3,144
33,715	33,136	31,542	37,313	36,625	34,030
61,540	57,416	59,583	55,093	52,780	51,104
3,225	3,773	3,316	3,405	3,375	3,852
7,367	8,179	5,894	5,879	5,786	8,458
46,199	46,246	48,467	45,071	45,710	76,257
15,348	16,944	17,850	16,986	18,776	18,847
10,254	9,114	14,314	7,833	11,201	8,711
280,128	258,856	266,114	270,935	284,689	294,785
267,821	244,018	243,737	240,934	257,192	259,807
9,377	5,015	6,315	14,977	17,628	26,834
2,247	6,726	9,316	20,531	24,343	34,669
43	70	72	58	35	45
1,516,853	1,561,371	1,359,002	1,145,539	1,164,519	1,054,638
56,651	43,774	49,639	49,138	46,383	49,591
3,327,729	3,310,752	3,316,180	3,249,907	2,902,503	2,962,819
4,563,725	3,937,617	3,750,220	3,514,818	4,016,368	3,479,910
96	89	104	99	85	119
51	47	42	37	35	40
432	439	450	588	688	856
799,380	765,063	804,344	801,397	726,688	755,860
12,588	12,823	11,982	11,599	11,184	11,000
9,568	9,328	9,509	9,335	9,276	20,944

Schedule 20
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

	Fiscal Year			
	2018	2017	2016	2015
Function/Program				
General government				
Facilities - number	223	219	219	213
Facilities - square footage	2,410,929	2,344,323	2,357,518	2,515,675
Public Safety				
Road prison capacity	256	256	252	236
Work release facility capacity	438	412	380	380
Fire stations	21	22	22	22
Rescue vehicles (fire trucks, etc)	52	52	53	53
Ambulances	29	33	30	29
Mass transit bus/trolley	83	71	70	83
Sheriffs vehicles (marked/unmarked)	420	425	400	400
Sheriff substations	4	4	6	6
Physical environment				
Landfills in operation (accepting waste)	1	1	1	1
Beaches (miles)				
Pensacola (1)*	17	17	17	17
Perdido Key (2)*	13	13	13	13
Transportation				
Centerline miles of county roads				
Paved mileage	1,496	1,493	1,486	1,479
Unpaved mileage	69	70	75.15	80.09
Traffic signals	435	414	361	356
Bridges	148	150	150	165
Culture and recreation				
Athletic parks	16	16	16	16
Campgrounds	2	2	2	2
Community centers	16	16	16	16
Equestrian center	1	1	1	1
Neighborhood parks	82	82	82	82
Undeveloped parks	11	11	11	11
Beach access/boat ramps	21	21	21	21
Libraries (locations)	7	7	7	6

N/A: Information not available

Sources: Individual County departments

(1) Source: Santa Rosa Island Authority and Community & Environment Bureau

(2) Source: Community & Environment Bureau

* The number of miles were obtained according to a GIS based measurement and 2006 aerial photographs. This measurement is just an approximation and is subject to significant error. Barring disaster or land acquisition/creation, the miles of beach within the County should not change significantly from year-to-year.

Continued next page

2014	2013	2012	2011	2010	2009
226	224	214	224	216	218
2,489,964	2,497,854	2,329,716	2,437,151	2,294,305	2,295,847
236	236	236	236	236	260
380	280	280	280	280	280
23	23	22	22	21	22
53	57	67	81	81	80
25	30	30	26	31	30
66	54	44	46	43	40
400	400	365	375	333	298
6	6	6	6	6	6
1	1	2	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,474	1,467.60	1,467.60	1,463.86	1,456.02	1,454.73
84.07	89.39	89.39	91.83	93.49	93.71
338	318	324	340	310	301
139	139	132	128	126	140
16	16	16	15	15	15
2	2	2	2	2	2
16	16	16	15	15	15
1	1	1	1	1	1
82	82	82	82	82	80
11	11	11	11	11	2
21	20	20	20	20	20
6	6	6	6	6	5


ESCAMBIA COUNTY
FLORIDA


ESCAMBIA COUNTY
FLORIDA
Gulf Islands National Seashore
Turtle Runner

Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT
Fiscal Year Ended September 30, 2018



ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2018

Prepared by:
Pam Childers, CPA
and the Finance Staff
Office of the Clerk of
the Circuit Court and
Comptroller

Introductory Section

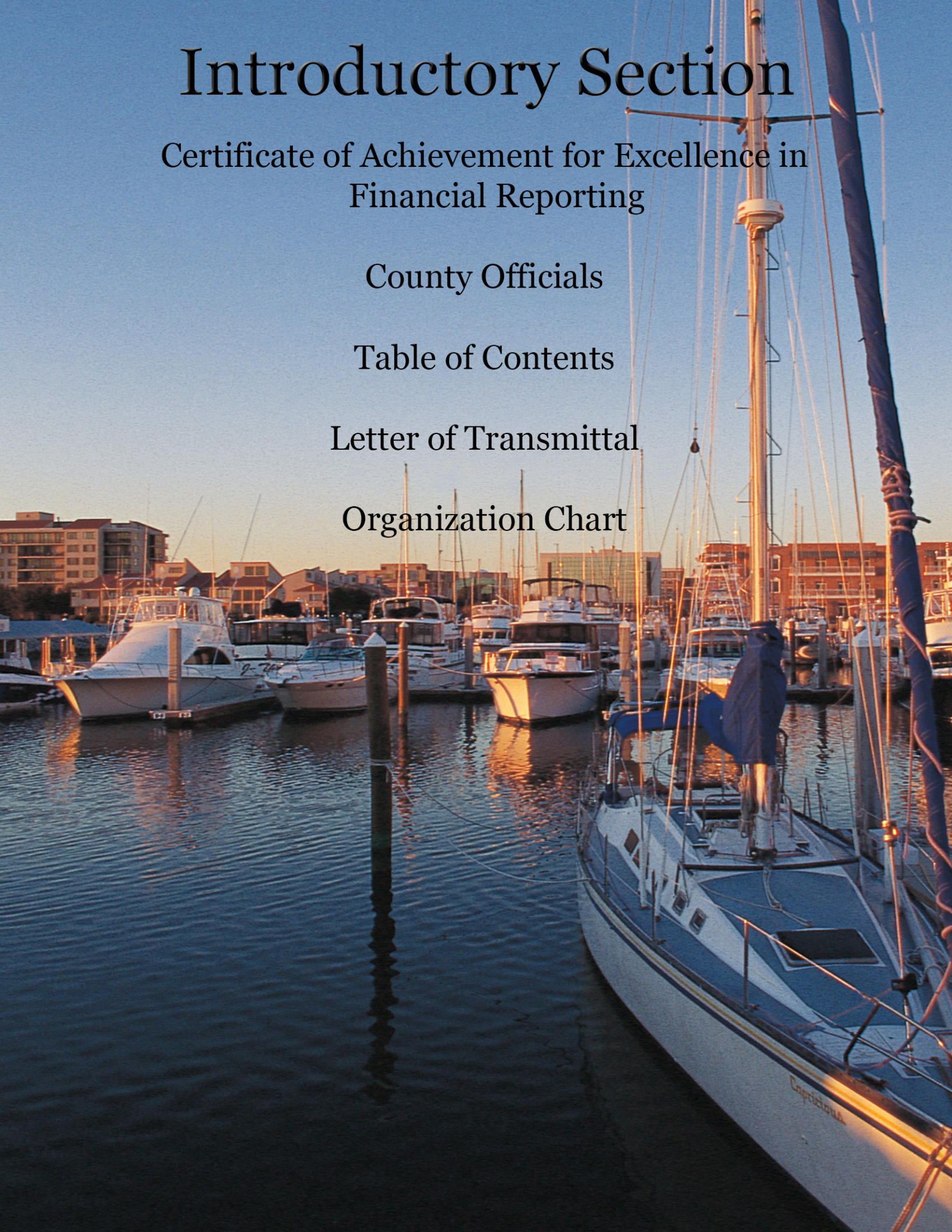
Certificate of Achievement for Excellence in Financial Reporting

County Officials

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Escambia County

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh.....Chair – District 1
Lumon J. May.....Vice Chair – District 3
Douglas Underhill .....Commissioner – District 2
Grover C. Robinson, IV .....Commissioner – District 4
Steven L. Barry.....Commissioner – District 5

ELECTED COUNTY OFFICERS

Pam Childers ..... Clerk of the Circuit Court and Comptroller
Chris Jones.....Property Appraiser
David Morgan.....Sheriff
David Stafford .....Supervisor of Elections
Scott Lunsford ..... Tax Collector

OTHER OFFICIALS

Jack Brown (retired)..... County Administrator
Amy Lovoy..... Interim County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

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Escambia County Property Appraiser
Escambia County Sheriff
Escambia County Supervisor of Elections
Escambia County Tax Collector

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

February 20, 2019

To the Honorable Members of the
Board of County Commissioners and
Citizens of Escambia County, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the Comprehensive Annual Financial Report (CAFR) of the County of Escambia (County), Florida for the fiscal year ended September 30, 2018 which fulfills this requirement.

This report consists of management's representations concerning the finances of the County. Consequently, management assumes full responsibility for the completeness and reliability of the information contained in this report. To provide a reasonable basis for making these representations, the County has established a comprehensive framework of internal control designed both to protect the government's assets from unauthorized use or disposition, loss or theft, and to compile sufficient reliable information for the preparation of the County's financial statements in conformity with GAAP. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The County's financial statements have been audited by an independent firm of certified public accountants, Warren Averett CPAs and Advisors. The goal of the independent audit was to provide reasonable assurance that the financial statements of the County for the fiscal year ended September 30, 2018, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent audit firm of Warren Averett CPAs and Advisors has issued an unmodified ("clean") opinion on the Escambia County, Florida financial statements for the year ended September 30, 2018. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the County was also designed to meet the requirements of the Office of Management and Budget (OMB) Single Audit Act; and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. part 200 (Uniform Guidance). The standards governing single audit engagements require the independent auditor to report on the government's internal controls and compliance with legal requirements with special emphasis on the administration of federal awards and state financial assistance. These reports are in the compliance section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of the Management's Discussion and Analysis (MD&A). The MD&A complements this Letter of Transmittal and the two should be read in conjunction with each other. Escambia County's MD&A can be found immediately following the Independent Auditors' Report.

Profile of the County of Escambia, Florida

Escambia County, located in the northwestern part of the state, was established July 21, 1821 as a non-charter government when the Provisional Governor Andrew Jackson signed an ordinance making the County one of the first two counties in Florida, the other being St. Johns County. Escambia County encompasses approximately 661 square miles with 64,000 acres of water area and serves a population of approximately 313,512. There are two municipalities within the County, the City of Pensacola, the County seat, and the Town of Century which is located 38 miles from the County seat.

Escambia County is a political subdivision of the State of Florida. As such, it is governed by and derives its operating authority from the constitution and laws of the State of Florida. The County operates under a commission/administrator form of government, with a governing board consisting of five elected County Commissioners who are elected by district to staggered four-year terms. The Chairman presides over the Board and the chair is rotated annually in sequential order by district. In addition to the Board of County Commissioners, there are five elected constitutional officers performing specifically designated governmental functions: The Clerk of the Circuit Court and Comptroller (Clerk), Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.

The Clerk serves the function of "Clerk to the Board" for County Commissioners. The Clerk also performs the duties of auditor, accountant, recorder and custodian of County funds. Such duties are set forth in the Florida Constitution.

The financial reporting entity (the County) includes all the funds of the primary government (Escambia County Board of County Commissioners) as well as its component units. Component units are legally separate entities for which the primary government is financially accountable. The County provides a full range of services including fire protection, emergency medical services, county jail and detention facilities, planning and zoning, solid waste disposal, construction and maintenance of highways, streets, and other infrastructure, mass transportation services, conservation and resource management, cultural and recreational programs, library, tourism and economic development.

Although legally separate entities, the general funds of the Clerk, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector are included as a General Fund component of the County.

The Santa Rosa Island Authority (SRIA) and the Law Library are reported separately as discrete component units within Escambia County's financial statements. SRIA operations include management services and leasing activities for County owned property on Santa Rosa Island. For additional information on Escambia County's Component Units, please refer to the Notes Section of this report.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the County operates.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 25,400 in the leisure and hospitality industry with accommodations and food services representing 11.9% of the area workforce. The largest major industry sector is health care and social assistance with 16.0% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 23,000 employed in health care and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station, Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks, as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This will allow the County to reach a wider audience for promoting economic development and attracting new businesses to the area.

The Heritage Oaks Commerce Park, home to Navy Federal Credit Union, continues to stimulate growth in the local economy by increasing job creation and expanding operations in the area. Navy Federal Credit Union continues to add jobs bringing its regional employment to over 7,101 employees. Continued expansion at the Pensacola campus will include facilities and parking for additional employees. The total number of jobs is expected to increase to 10,000 by the year 2026.

Escambia County's unemployment rate has fallen for the seventh straight year. The unemployment rate of 3.0% locally reflects a decrease of 1.0% from the previous year's rate of 4.0%.

Long-term Financial Planning and Major Initiatives

Unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) in the general fund at year end exceeded 2 months of operating expenditures and transfers out. This amount is favorable based on the policy guidelines set by the County for budgetary and planning purposes.

The adopted budget is developed around the framework set by the County's strategic planning initiative. The primary themes of the strategic initiative are to improve customer service, restore public trust and confidence, economic development, maintenance of infrastructure, and fiscal responsibility.

The County is in the planning process to include in the Citizens Academy, the anticipated module titled "Budget Game", which will engage the public in the budget process.

Process improvement is key to improving customer service. We continue to promote and adopt process improvements, and undertake a thorough review of the processes to determine ways to improve them. The County's website www.myescambia.com contains many updates for greater utility, transparency and accessibility by citizens. The "Ask My Escambia" citizen's information portal is expanding access, transparency and efficiency for citizen requests. Other process improvements will be working toward a better solution for time keeping and financial system integration. The County continues this positive trend into the future.

The County's commitment to customer service and quality is promoted by the continuation of equipping County vehicles with tracking systems, and continuation of the

fraud abuse hotline initiatives which will provide continuous tracking and reporting, allowing employees and citizens to have more involvement in their government.

A long term goal of the County is to foster economic growth and development. The County uses Tax Increment Financing (TIF) Districts to fund a variety of Community Redevelopment Areas (CRA) in the County. For the upcoming fiscal year, the TIF rate was maintained at 75% while budgeted districts increased from 19 to 20. These funds are used to pay for infrastructure improvements, neighborhood programs, and safety initiatives in these districts.

With tourism as a major part of the economy, newer and more up-to-date hotel/motel facilities have led to increasing revenue streams approaching $10 million annually in bed tax collections. Additional funding is expected from grant revenues associated with the Restore Act, Natural Resource Damage Assessment (NRDA), and the National Fish and Wildlife Federation (NFWF), to provide future revenue sources for environmental, economic, and tourism related activities. There is potential for $162 million in direct and indirect future revenue for Escambia County as projects are submitted and approved.

The RESTORE Act established the Gulf Coast Restoration Trust Fund in the U.S. Treasury Department to account for civil penalties paid under the Federal Water Pollution Control Act in connection with the Deepwater Horizon oil spill. Grants will be used for programs, projects, and activities which restore and protect the environment and the economy of the Gulf Coast region. Escambia County's calculated proportion, which is cumulative through 2031, is estimated at $70.6 million. This includes a current available net direct component allocation of $13.9 million. A sustainability oversight advisory roundtable (SOAR) with RESTORE application is currently under review with the U.S Department of Treasury and is expected to be awarded in early 2019. Planning assistance funds for Eleven Mile Creek Stream Restoration are also expected to be awarded in 2019. The Florida Department of Transportation (FDOT) is expected to finalize the design of the Perdido Key Multi-Use Path; staff will be working with FDOT to develop a RESTORE direct component application.

The County is involved in a land swap with the United States Navy for design of an additional commerce park to grow the local economy. The property is geographically close to Navy Federal Credit Union and is a prime location for economic growth with close access to Interstate 10. This land swap will allow Navy Federal to create an additional 300 jobs. A new I-10 exit is also in the planning stage to facilitate this potential growth going forward.

The County and Greater Pensacola Chamber of Commerce are promoting the Technology Park located in the downtown Pensacola area by providing business lots, and incentives to targeted industries as part of an initiative to stimulate and grow the local economy.

Between 2008 and 2019, the County will have invested more than $472 million in infrastructure with current allocations of the One Cent Local Option Sales Tax (LOST).

Proceeds of this tax are scheduled to fund road reconstruction, dirt road paving, drainage improvements and vehicle replacements for Emergency Medical Service, the Fire Department and Sheriff's Office. This is the fourth time the citizens have approved levying this tax; a 10 year extension was approved by public referendum; extending the tax to December 2028. Approximately $50.4 million of future LOST proceeds will be used towards the construction of the new Escambia County Jail Facility.

The new Escambia County Jail construction is estimated to cost approximately $128-$129 million. Cost savings and efficient operations will benefit the county for years to come.

The fiscal year 2019 adopted budget increased by $21 million over the prior year to $477.1 million. While the total direct millage rate for property tax remained unchanged at 7.661 mills, property values increased an average of 7% over the prior year for both the County-wide and unincorporated areas of Escambia County.

Discussions are on-going with regard to gaining efficiencies through consolidation efforts and promoting cost effectiveness on a range of issues. The County will continue to control cost by reviewing the economy and efficiency of all programs presented.

Relevant Financial Policies

The County has established a fund balance policy in accordance with GASB Statement No. 54 *"Fund Balance Reporting and Governmental Fund Type Definitions"*. The adopted policy outlines the County's goal to maintain an unrestricted general fund balance of at least 2 months of regular operating expenditures and transfers out to mitigate risks of either natural or man-made disasters and to provide for revenue shortfalls.

The County is in the third year of implementation for GASB Statement No 68 "*Accounting and Financial Reporting for Pensions"* and GASB Statement No 71 "*Pension Transition for Contributions Made Subsequent to the Measurement Date"* to recognize its unfunded portion of the statewide plan as a liability. The County provides pension benefits for all employees through a statewide plan managed by the Florida Department of Management Services, Division of Retirement. The statewide plan is a contributory plan. While a liability has been recorded in accordance with GASB requirements, the County currently has no obligation in connection with employee pension benefits offered through this plan beyond its monthly payments to the Division of Retirement.

The County has implemented GASB Statement No 75 "*Accounting and Financial Reporting for Postemployment Benefits Other Than Pension"* to recognize its unfunded liability. The County provides postemployment benefits at the same rate as active participants. While a liability has been recorded in accordance with GASB requirements, there is no requirement for a funded plan. All approved benefits are budgeted and paid when due.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Escambia County for its comprehensive annual financial report for the fiscal year ended September 30, 2017. This was the 22nd consecutive year that Escambia County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, Escambia County must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another Certificate.

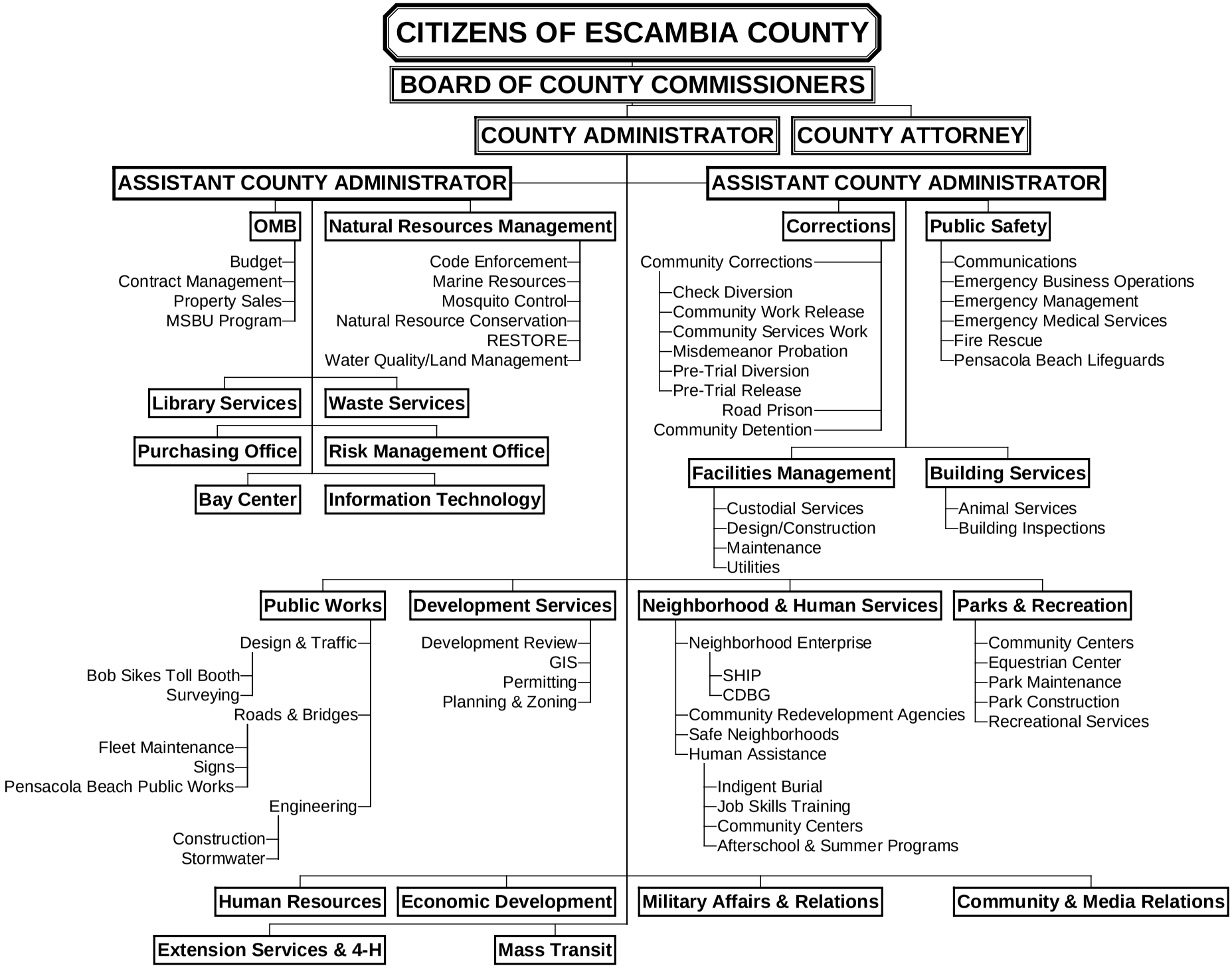
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2017. This is the 22nd consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communication device.

The preparation of this comprehensive annual financial report (CAFR) would not have been possible without the skill, effort, and dedication of the entire financial staff of the Clerk of the Circuit Court and Comptroller. I would like to express my appreciation to the Financial Reporting and Grants Department: Sharon Harrell, Finance Director; Tammy Plant, Beth Parker, Kara Cowen, and Harold Coats. I also wish to thank all government departments for their assistance in providing the data necessary to prepare this report; and to thank Visit Pensacola for providing the photographs used in this document. Credit is due to the Board of County Commissioners for their unfailing support for maintaining the highest standards of professionalism in the management of Escambia County.

Respectfully submitted,

Pam Childers

Pam Childers
Honorable Pam Childers
Clerk of the Circuit Court & Comptroller


CITIZENS OF ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
ASSISTANT COUNTY ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
OMB
Budget
Contract Management
Property Sales
MSBU Program
Natural Resources Management
Code Enforcement
Marine Resources
Mosquito Control
Natural Resource Conservation
RESTORE
Water Quality/Land Management
Library Services
Waste Services
Purchasing Office
Risk Management Office
Bay Center
Information Technology
Corrections
Community Corrections
Check Diversion
Community Work Release
Community Services Work
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Road Prison
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
Pensacola Beach Lifeguards
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Building Services
Animal Services
Building Inspections
Public Works
Design & Traffic
Bob Sikes Toll Booth
Surveying
Roads & Bridges
Fleet Maintenance
Signs
Pensacola Beach Public Works
Engineering
Construction
Stormwater
Development Services
Development Review
GIS
Permitting
Planning & Zoning
Neighborhood & Human Services
Neighborhood Enterprise
SHIP
CDBG
Community Redevelopment Agencies
Safe Neighborhoods
Human Assistance
Indigent Burial
Job Skills Training
Community Centers
Afterschool & Summer Programs
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance
Park Construction
Recreational Services
Human Resources
Economic Development
Military Affairs & Relations
Community & Media Relations
Extension Services & 4-H
Mass Transit

FINANCIAL SECTION

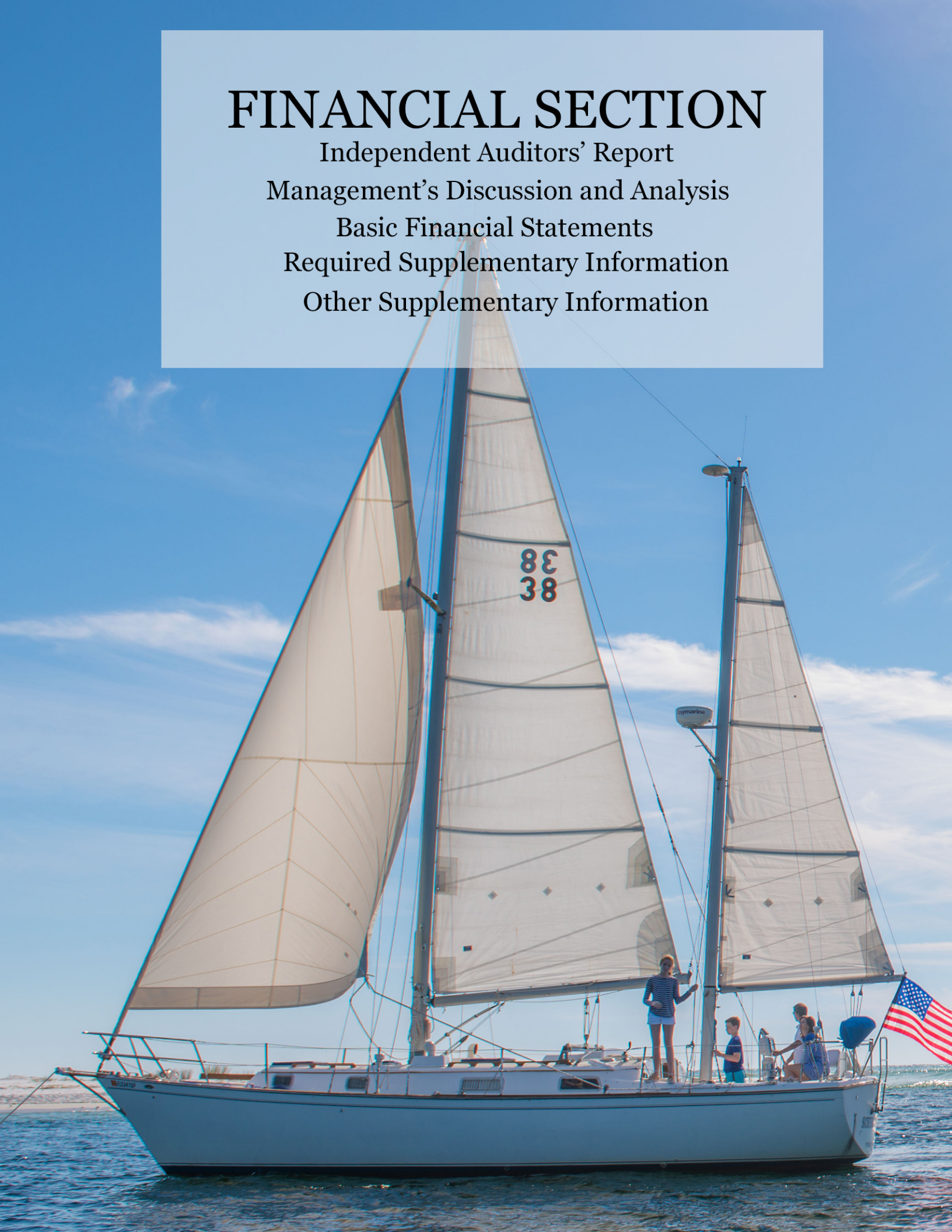
Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information



Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

REPORT OF INDEPENDENT AUDITORS'

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We did not audit the financial statements of the Santa Rosa Island Authority, a business type activities-discrete component unit, as of and for the year ended September 30, 2018, which statements reflect total assets and deferred outflows of $8,486,255 and total revenues of $5,246,343.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Santa Rosa Island Authority, which are included in the basic financial statements as a discretely presented component unit. Those statements were audited by another auditor whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Santa Rosa Island Authority, is based solely on the report of the other auditor. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditor, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund, community redevelopment agency fund, mass transit fund, and the disaster recovery fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in the County's total OPEB liability and related ratios, schedule of the County's proportionate share of the net pension liability, and schedule of the County's contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, combining financial statements, individual fund budgetary comparison schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining financial statements and individual fund budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2019 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

This Management's Discussion and Analysis ("MD&A") presents the readers of the financial statements a narrative overview of the financial activities of Escambia County, Florida (the "County") for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with additional information that has been furnished in the Letter of Transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the County exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by $610,342,411 (net position). Of this amount, ($85,197,947) represents unrestricted deficit net position.

- The County's total net position increased by $17,349,349; governmental activities increased by $19,032,202 and business-type activities decreased by $1,682,853.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $298,200,807, a decrease of $1,575,752 in comparison with the prior year.

- At the end of the current fiscal year, unassigned fund balance available for spending at the government's discretion for the General Fund was $34,189,735 or 18.6% of total general fund expenditures and transfers out.

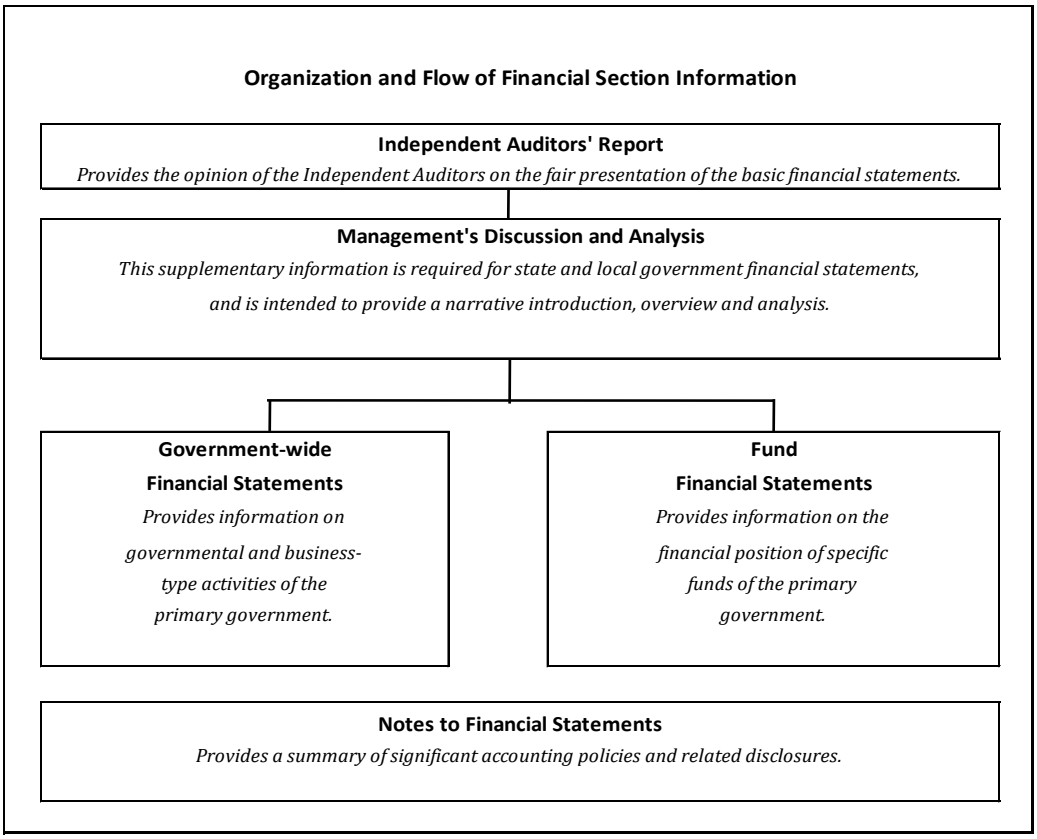
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $49,457,569, or approximately 27% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $27,456,632 or 8.7% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue increases were from state revenue sharing, and grant revenue for the new jail construction and RESTORE projects. Sales tax collected on the one-cent local option sales tax for funding primarily transportation and infrastructure projects of the County increased due to increased consumer spending.

- At the end of the current fiscal year, the net pension liability decreased $2,564,764 for governmental funds and $247,284 for business-type activities for an ending net pension liability of $200,227,631, an approximate decrease of 1.4% from the prior fiscal year end. These liabilities are actuarially determined and provided by the State of Florida Retirement System (FRS).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the County's assets, liabilities and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the County's property tax base or the condition of County facilities and infrastructure, should be considered to assess the overall health of the County.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities)*. The governmental activities of the County include general government, public safety, physical environment, transportation, economic environment, human services, culture/recreation, and court related activities. The business-type activities of the County include solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Pensacola Bay Center (Bay Center).

The government-wide financial statements include not only the County itself (known as the primary government) but also legally separate entities of the Santa Rosa Island Authority (SRIA) and the Escambia County Law Library for which the County is financially accountable. These entities are known as "component units". Financial information for these component units is reported separately from the financial information presented for the primary government itself. The County's component units will not be addressed in this MD&A.

Fund financial statements

A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The County maintains dozens of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Mass Transit Authority Fund, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 Capital Project Fund, Mass Transit Authority FTA Capital Project Fund and Local Option Sales Tax (LOST) Capital Projects Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the other supplementary information section of this report.

The County adopts an annual appropriated budget for its general, special revenue, debt service, and capital projects funds. Budgetary comparison statements have been provided for the General Fund and major special revenue funds to demonstrate budgetary compliance. Due to the nature of the Disaster Recovery Fund, the original budget is generally adopted with an appropriation of zero.

The County maintains two different types of *proprietary funds*. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the fiscal activities relating to solid waste disposal/landfill operations, emergency medical/ambulance services, building inspections, and the Bay Center. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses the internal service fund to account for fleet and fuel activities, insurance activities and for certain costs related to the Clerk of Circuit Court and Comptroller's compensated absences policy. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Solid Waste and Emergency Medical Service (EMS) funds, which are considered to be major funds of the County. Non-major

funds include the Inspection and Bay Center funds, which are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for each of these non-major enterprise funds are provided in the form of combining statements in the other supplementary information section of this report. Internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds are also provided in the form of combining statements in the other supplementary information section of this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The County only has agency funds.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information

In addition to the basic financial statements and accompanying notes, *required supplementary information* is presented concerning the County's changes in total OPEB liability and related ratios for providing other post employment benefits (OPEB) to its employees; and for the County's proportionate share of the net pension liability and contributions for employee participation in the Florida Retirement System pension plan and health insurance subsidy program.

The *other supplementary information* section contains the combining statements referred to earlier in connection with nonmajor governmental funds, proprietary and internal service funds, and fiduciary funds, along with budgetary comparison schedules for the County's three major capital project funds (LOST, Mass Transit Authority FTA Capital and Series 2017 Capital Project), and for all nonmajor governmental funds.

Government-wide Financial Analysis

Net position over time may serve as a useful indicator of a government's financial position. For the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $610,342,411 at the close of the most recent fiscal year.

At the end of fiscal year 2018, the County is able to report positive balances in restricted categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities. Negative unrestricted net position was reported for governmental activities. The same situation held true for the prior fiscal year.

The County's restricted net position represents resources that are subject to external restrictions on how they may be used. The County's restricted net position is primarily for capital projects and other special revenue purposes. The largest portion of the County's net position reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The remaining balance ($85,197,947) is negative unrestricted net position. Unrestricted net position is primarily negative due to the effect of the recognition of the net pension liability in accordance with GASB 68.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and Other Assets	$ 348,924,475	$ 345,798,035	$ 57,510,427	$ 58,196,886	$ 406,434,902	$ 403,994,921
Capital Assets (Net)	578,504,918	555,075,172	50,807,738	49,735,148	629,312,656	604,810,320
Total Assets	927,429,393	900,873,207	108,318,165	107,932,034	1,035,747,558	1,008,805,241
Total Deferred Outflow of Resources	85,679,589	93,314,727	7,416,837	8,175,694	93,096,426	101,490,421
Current and Other Liabilities	31,661,810	28,135,321	5,254,720	-	36,916,530	28,135,321
Long-term Liabilities	416,741,652	427,231,384	34,970,119	34,425,619	451,711,771	461,657,003
Total Liabilities	448,403,462	455,366,705	40,224,839	34,425,619	488,628,301	489,792,324
Total Deferred Inflow of Resources	27,653,227	20,801,138	2,220,045	1,567,740	29,873,272	22,368,878
Net Position:						
Net Investment in Capital Assets	482,495,767	463,840,289	50,807,738	49,735,148	533,303,505	513,575,437
Restricted	162,236,853	164,971,545	-	-	162,236,853	164,971,545
Unrestricted	(107,680,327)	(110,791,743)	22,482,380	25,237,823	(85,197,947)	(85,553,920)
Total Net Position	$ 537,052,293	$ 518,020,091	$ 73,290,118	$ 74,972,971	$ 610,342,411	$ 592,993,062

The County's total net position increased $17,349,349 from the prior year. Key reasons for the overall increase are presented in the following pages for governmental and business-type activities.

Escambia County, Florida
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
REVENUES						
Program Revenues:						
Charges for Services	$ 63,382,906	$ 64,133,543	$ 35,761,987	$ 33,521,924	$ 99,144,893	$ 97,655,467
Operating Grants and Contributions	27,144,536	19,186,885	34,429	-	27,178,965	19,186,885
Capital Grants and Contributions	16,103,137	9,855,907	90,060	154,650	16,193,197	10,010,557
General Revenues:						
Property Taxes	116,324,876	110,050,775	-	-	116,324,876	110,050,775
Other Taxes	107,103,632	100,946,619	-	-	107,103,632	100,946,619
Other	14,954,448	13,565,189	396,863	301,408	15,351,311	13,866,597
Total Revenues	345,013,535	317,738,918	36,283,339	33,977,982	381,296,874	351,716,900
EXPENSES						
General Government	69,238,619	71,637,055	-	-	69,238,619	71,637,055
Public Safety	154,064,788	148,552,980	-	-	154,064,788	148,552,980
Physical Environment	5,831,178	2,855,242	-	-	5,831,178	2,855,242
Transportation	49,238,724	48,568,666	-	-	49,238,724	48,568,666
Economic Environment	15,180,258	14,087,642	-	-	15,180,258	14,087,642
Human Services	3,010,649	2,678,651	-	-	3,010,649	2,678,651
Culture/Recreation	14,177,104	9,957,418	-	-	14,177,104	9,957,418
Court-Related	11,425,911	12,583,055	-	-	11,425,911	12,583,055
Interest on Long-term Debt	6,491,650	4,574,479	-	-	6,491,650	4,574,479
Solid Waste	-	-	10,442,647	10,109,956	10,442,647	10,109,956
Emergency Management Services	-	-	15,098,620	13,616,039	15,098,620	13,616,039
Inspection Fund	-	-	2,593,786	2,500,120	2,593,786	2,500,120
Bay Center	-	-	7,153,591	7,006,138	7,153,591	7,006,138
Total Expenses	328,658,881	315,495,188	35,288,644	33,232,253	363,947,525	348,727,441
Excess (Deficiency) Before Transfers	16,354,654	2,243,730	994,695	745,729	17,349,349	2,989,459
Transfers	2,677,548	(744,342)	(2,677,548)	744,342	-	-
Change in Net Position	19,032,202	1,499,388	(1,682,853)	1,490,071	17,349,349	2,989,459
Beginning Net Position	518,020,091	525,269,166	74,972,971	73,839,503	592,993,062	599,108,669
Change in Accounting Principle	-	(8,748,463)	-	(356,603)	-	(9,105,066)
Ending Net Position	$ 537,052,293	$ 518,020,091	$ 73,290,118	$ 74,972,971	$ 610,342,411	$ 592,993,062

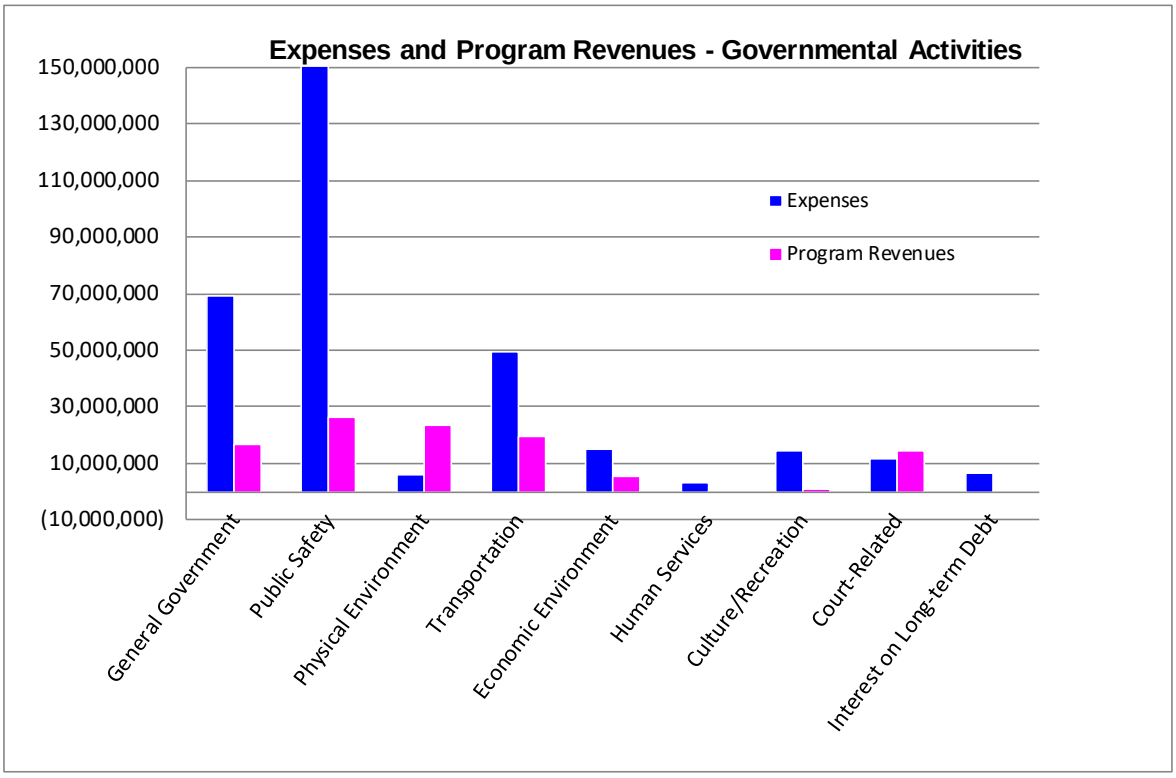
Governmental Activities

Governmental activities increased the County's net position by $19,032,202 from the prior fiscal year for an ending balance of $537,052,293. Although millage rates remained the same, property tax revenue increased due to rising taxable assessed values. Sales tax revenue and capital grant revenue increased primarily for LOST infrastructure projects, public transportation, Jail construction and RESTORE projects. Revenue increases were attributable to general government operating grants and contributions.

Government expenditures increases were primarily due to increased non-recurring capital outlay for public facilities and the new jail facility. Additional increases were attributable to economic development project costs. The internal service fund decrease was attributable to the first full year of being self-insured for medical.

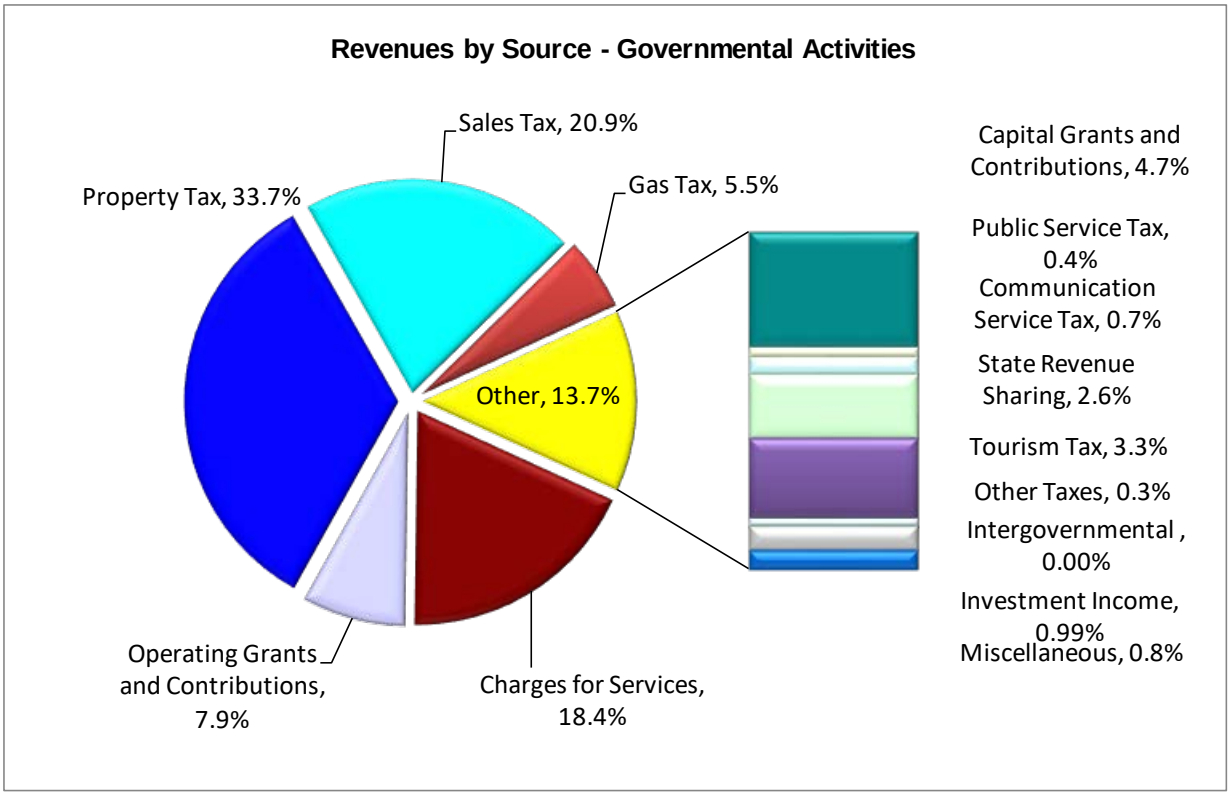
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 69,238,619	21.1%	$ 16,793,572	15.7%	$ (52,445,047)
Public Safety	154,064,788	46.9%	26,068,240	24.4%	(127,996,548)
Physical Environment	5,831,178	1.8%	23,480,447	22.0%	17,649,269
Transportation	49,238,724	15.0%	19,690,229	18.5%	(29,548,495)
Economic Environment	15,180,258	4.6%	5,367,532	5.0%	(9,812,726)
Human Services	3,010,649	0.9%	244,457	0.2%	(2,766,192)
Culture/Recreation	14,177,104	4.3%	798,572	0.7%	(13,378,532)
Court-Related	11,425,911	3.5%	14,187,530	13.3%	2,761,619
Interest on Long-term Debt	6,491,650	2.0%	-	-	(6,491,650)
	$ 328,658,881	100.0%	$ 106,630,579	100.0%	$ (222,028,302)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	63,382,906	18.4%
Operating Grants & Contributions		27,144,536	7.9%
Capital Grants & Contributions		16,103,137	4.7%
Property Tax		116,324,876	33.7%
Sales Tax		72,004,273	20.9%
Public Service Tax		1,342,264	0.4%
Communication Service Tax		2,467,752	0.7%
Gas Tax		18,889,548	5.5%
State Revenue Sharing		8,883,539	2.6%
Tourist Development Tax		11,361,080	3.3%
Other Taxes		1,038,715	0.3%
Intergovernmental Revenues		5,127	0.00%
Investment Income		3,420,778	0.99%
Miscellaneous		2,645,004	0.8%
	$	345,013,535	100.0%



Business-type Activities

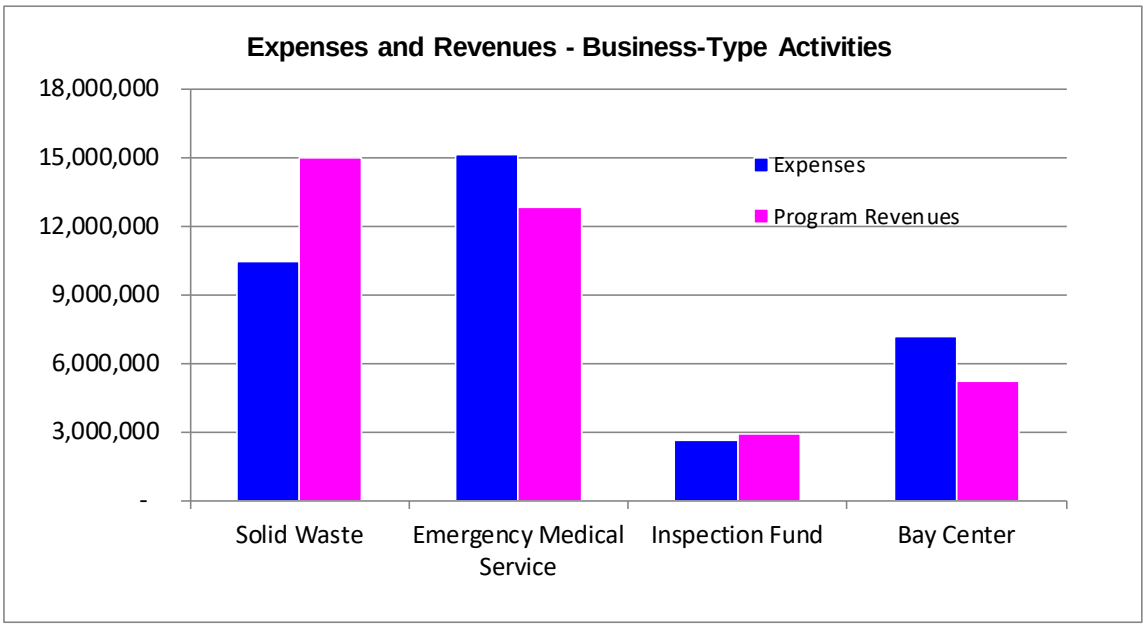
Business-type activities decreased the County's net position by $1,682,853, a 2.3% decline from the prior fiscal year, for an ending balance of $73,290,118. Charges for services contributed 99.65% of the total program revenues for the County's business-type activities. The EMS fund was primarily responsible for the overall decrease in net position. The net position decrease for the EMS Fund was primarily due to increased personal services. EMS added staff for two ambulance crews and an active hurricane season caused increased overtime. The Bay Center expenses exceeded program revenues by $1.9 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.3 million. The Bay Center's revenue and expense increased from the prior fiscal year. This combination was not sufficient to cover operating costs and required maintenance.

Expenses and Program Revenues – Business-type Activities

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 10,442,647	29.6%	$ 14,998,140	41.8%	$ 4,555,493
Emergency Medical Service	15,098,620	42.8%	12,781,865	35.6%	(2,316,755)
Inspection Fund	2,593,786	7.4%	2,890,153	8.1%	296,367
Bay Center	7,153,591	20.3%	5,216,318	14.5%	(1,937,273)
	$ 35,288,644	100.0%	$ 35,886,476	100.0%	$ 597,832

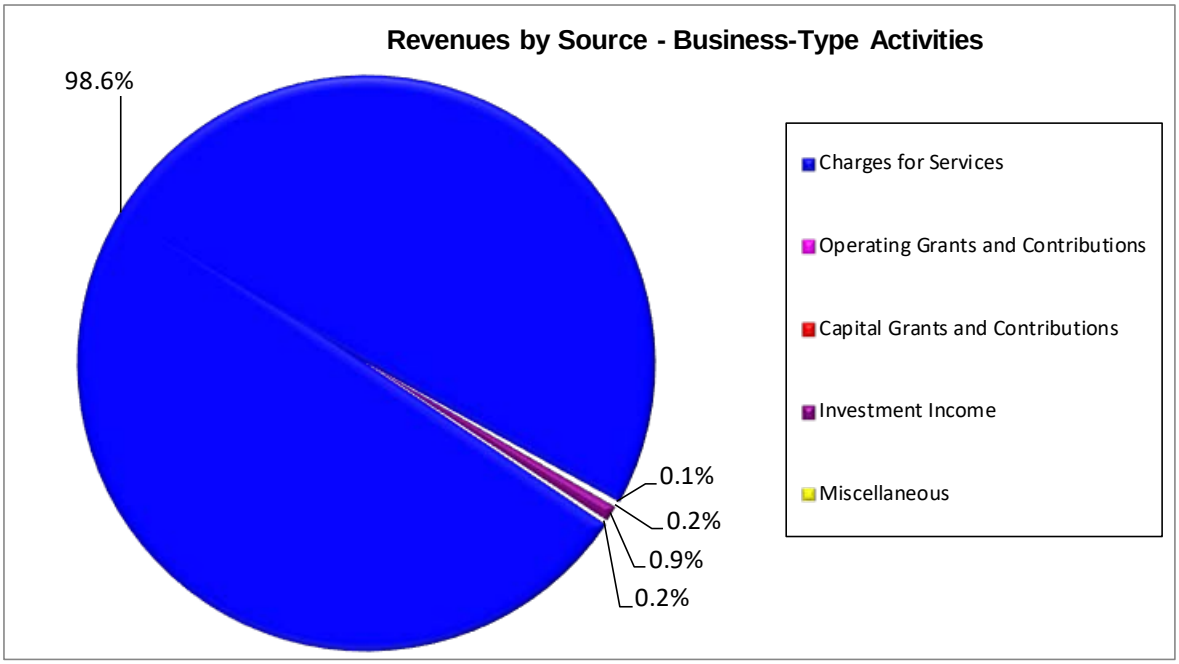
% Revenue over Expenses

Solid Waste	43.6%
Emergency Medical Service	-15.3%
Inspection Fund	11.4%
Bay Center	-27.1%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 35,761,987	98.6%
Operating Grants and Contributions	34,429	0.1%
Capital Grants and Contributions	90,060	0.2%
Investment Income	321,507	0.9%
Miscellaneous	75,356	0.2%
	$ 36,283,339	100.0%



Financial Analysis of the County's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

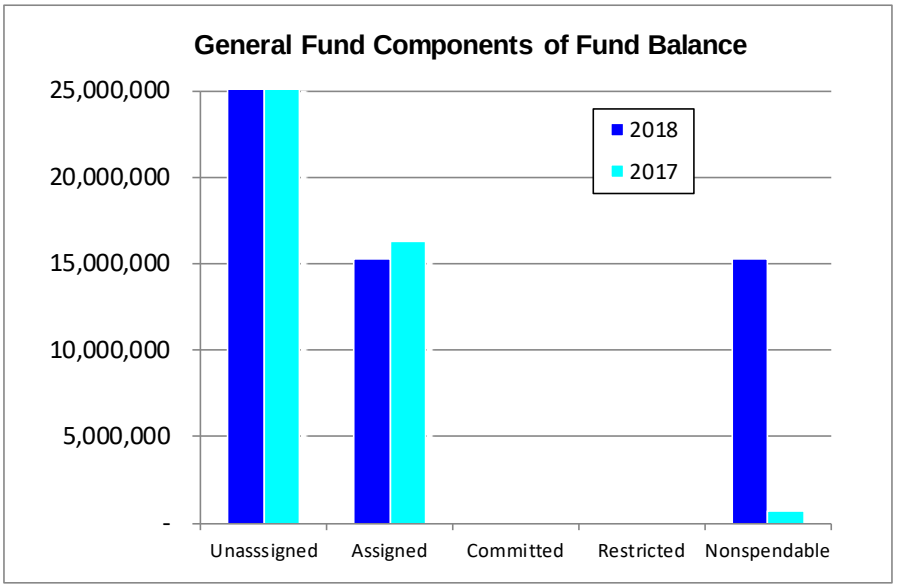
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not been limited to use for a particular purpose by either an external party, the County itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the County's Board of County Commissioners.

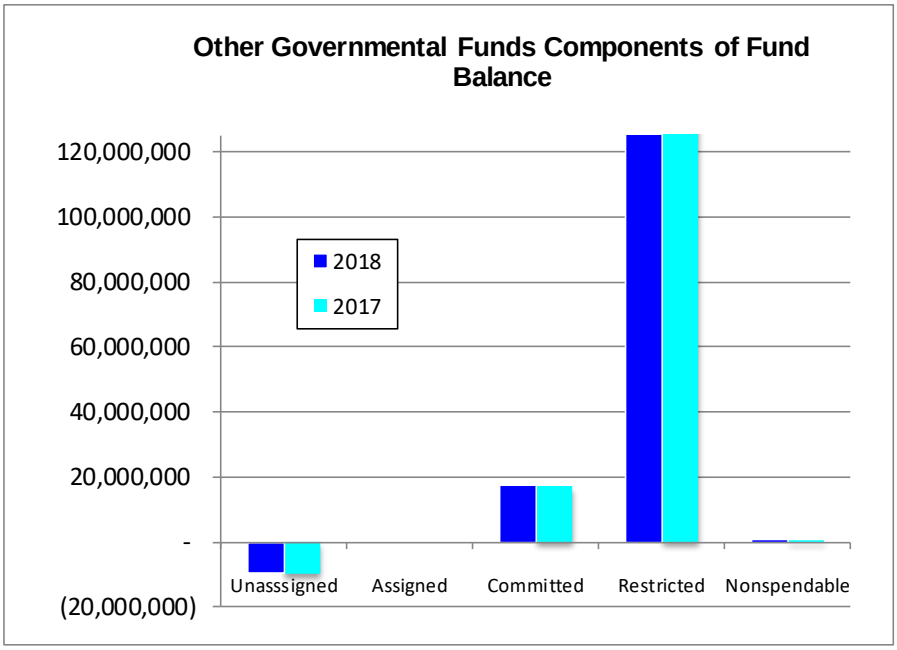
At the end of fiscal year 2018, the County's governmental funds reported combined fund balances of $298,200,807, a decrease of $1,575,752 in comparison with the prior year. Approximately 8% of this

amount, $24,644,099 constitutes *unassigned fund balance*, which is available for spending at the County's discretion. The remainder of the fund balance is either nonspendable, restricted, committed or assigned. *Restricted* fund balances of $239,658,559 represent amounts that can only be spent for specific purposes as stipulated by external resource providers either constitutionally or through enabling legislation such as Florida Statutes, laws and regulations or grantors. *Committed fund balances* of $17,376,664 represent amounts committed by County ordinance, whereas *assigned fund balances* of $15,267,834 consists of funds budgeted in the subsequent year to balance the 2018 budget. *Nonspendable fund balances* are not available for spending because they are not in spendable form, or are legally required to be maintained intact. The ending *nonspendable fund balances* consists of $1,253,651 for inventories.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year unassigned fund balance of the General Fund was $34,189,735 while total fund balance increased to $50,211,158. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 20.1% of the total General Fund expenditures, while total fund balance represents 29.5% of that same amount.

The following graphs represent the components of fund balance in the General Fund, and the components of fund balance in the other governmental funds:



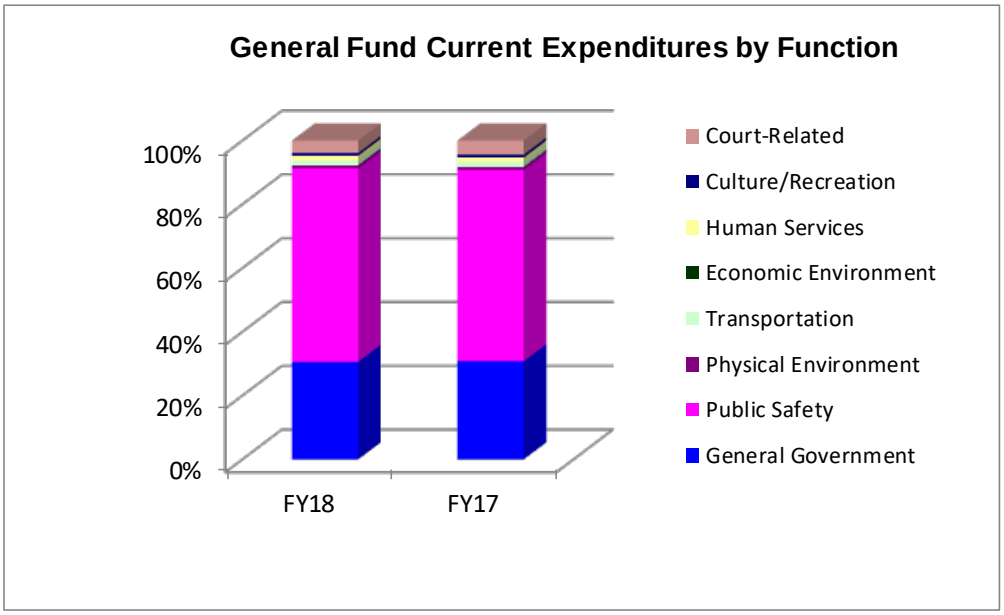


The increase in fund balance of the County's General Fund was $3,070,833 during the current fiscal year, a change from prior year increase of $3,208,977. Key factors in this are as follows:

- An overall increase in revenues and transfers in over fiscal year 2017 was primarily attributable to property taxes increases due to a higher certified property values and increased collections of current year taxes. Sales tax and tourist development tax also increased due to efforts to stimulate the economy. Local half cent sales tax and state revenue sharing increased intergovernmental revenue. Transfers in increased primarily due to cost reimbursements for various programs.

- An increase in expenditures and decrease in transfers out over fiscal year 2017 for public safety is primarily the result of increased detention personnel and operating expenditures, in addition to a reduction transfers for the road prison. Physical environment increases were attributable to increased personnel and operating expenditures for environmental quality and extension services. Transportation expenditures decreased due to a reduced need for replacement equipment.

The following graph displays the General Fund's current expenditures by function for FY18 and FY17 (it does not include debt service or other financing uses).



The Disaster Recovery Fund was established to account for the costs and related funding assistance from state and federal sources for hurricane or other major disaster events. The negative fund balance of $9,545,636 represents expenditures for the April 2014 flood event that the County believes will ultimately be reimbursed by federal or state sources. An advance from the LOST Fund provided the initial resources to pay for these costs and the advance will be paid off as these outstanding reimbursement claims are resolved. Should the County be denied reimbursement for these claims, the County will have to use resources from other funds to pay off the LOST advance and fund deficit. In 2018, the County collected approximately $910 thousand from federal sources and incurred an additional $655 thousand in disaster costs.

The Mass Transit Authority Fund was established to account for the cost of operations of the Escambia County Area Transit Authority. On October 1, 2017 the County took operations in house, on February 15, 2018, Ordinance 2018-8 re-established the Fund as a Dependent Special District of Escambia County. Sources of revenue are operating grants, local option fuel tax, passengers and user fees, contributions from the University of West Florida, Santa Rosa Island Authority. At the end of fiscal year 2018 restricted fund balance was $2,004,882 and this represents 16% of the fund's total expenditures and transfers out. The fund balance increased $1,329,498, and was primarily due to increased grant revenues and increased user fees, in addition to savings on operating cost.

The Capital Project fund of the Mass Transit Authority is the Mass Transit Authority FTA-Capital Fund which was established to account for the revenue received from FTA and FDOT Grants and the costs associated with various mass transit capital projects. At the end of fiscal year 2018 fund balance was $322,611 this

represents 44% of expenditures and transfers out. The fund balance increased $1,730 and was primarily due to transfers in and investment earnings.

The CRA Fund was established to account for the operations of the community redevelopment initiative. There are eight established redevelopment districts which are funded by tax increment financing (TIF) portions of property taxes for each respective district. At the end of fiscal year 2018 restricted fund balance was $3,262,962 and this represents 183% of the fund's total expenditures and transfers out. The fund balance increased $198,926. While the TIF funding remained at 75%, the rate remained constant primarily due to more projects expenditures within the TIF districts in order to expedite cleaner, safer neighborhoods and increase property values.

The restricted components of the fund balance of the CRA are comprised of the following:

	2018	2017
Warrington CRA	$ 1,180,210	$ 1,169,628
Brownsville CRA	306,755	374,515
Englewood CRA	228,332	174,496
Ensley CRA	24,245	-
Atwood CRA	5,087	-
Palafox CRA	1,058,387	868,491
Barrancas CRA	366,135	329,106
Cantonment CRA	66,821	42,001
Neighborhood	26,990	105,799
	$ 3,262,962	$ 3,064,036

The Series 2017 Capital Projects Fund was established to account for the revenues associated with the Sales Tax Revenue Bonds, Series 2017 issued during FY2017; and to account for the expenditures associated with the planning, design and construction of the new Escambia County Jail Facility. Additional revenues funding this project will be Local Option Sales Tax, Insurance proceeds and Grant Revenue. Revenues and other financing sources exceeded expenditures by $4,846,788 for a fund balance of $85,703,817. At the end of fiscal year 2018 restricted fund balance was $85,703,817, an increase of 5.7% over the prior year. The fund balance increase was mainly attributable to FEMA grants, and other financing sources from the current year consisted of transfers from the Local Option Sales Tax Fund.

The Local Option Sales Tax Fund's primary revenue is a 1% local option sales tax imposed by Escambia County, which was restricted by voter referendum primarily for capital projects and public safety expenditures. At the end of the current fiscal year, restricted fund balance was $115,788,189 or 180% of the fund's total expenditures and transfers out. While local option sales tax revenue includes an 8.2% increase in the sales tax revenue, driven by improvements in the local economy; Fund balance decreased by $9,003,229. This was primarily a result of increased capital expenditure of $10,941,886 or 31% over the prior year for infrastructure, transportation and drainage projects. Even though the revenue source is stable and predictable, the planning, budgeting, and execution of large projects results in variances from year to year in the amount of actual expenditure for projects.

Proprietary funds

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The Solid Waste and the Emergency Medical Service Funds are reported as major enterprise funds. The Inspection and Bay Center Funds are reported as non-major enterprise funds. As previously discussed, the internal service fund is combined with governmental funds to arrive at governmental activities.

Unrestricted net position of proprietary funds at the end of the year amounted to:

	2018	2017
Solid Waste	$ 17,803,387	$ 15,607,632
Emergency Medical Service	2,395,334	7,785,244
Inspection	2,139,144	1,736,853
Bay Center	144,515	108,094
	$ 22,482,380	$ 25,237,823

Unrestricted net position for proprietary funds decreased $2,755,443 which is a 12.26% decrease from the prior fiscal year. The total change in net position for proprietary funds for the Solid Waste, Emergency Medical Services, Inspection and Bay Center funds was $4,434,986, ($5,869,095), $373,946 and ($622,690) respectively. Solid Waste increases are due to franchise fees, and dumping fees attributable to increased tonnage from debris, construction and demolition waste. The Emergency Medical Services decrease was attributable to increased personnel cost and transfers out.

General Fund Budgetary Highlights

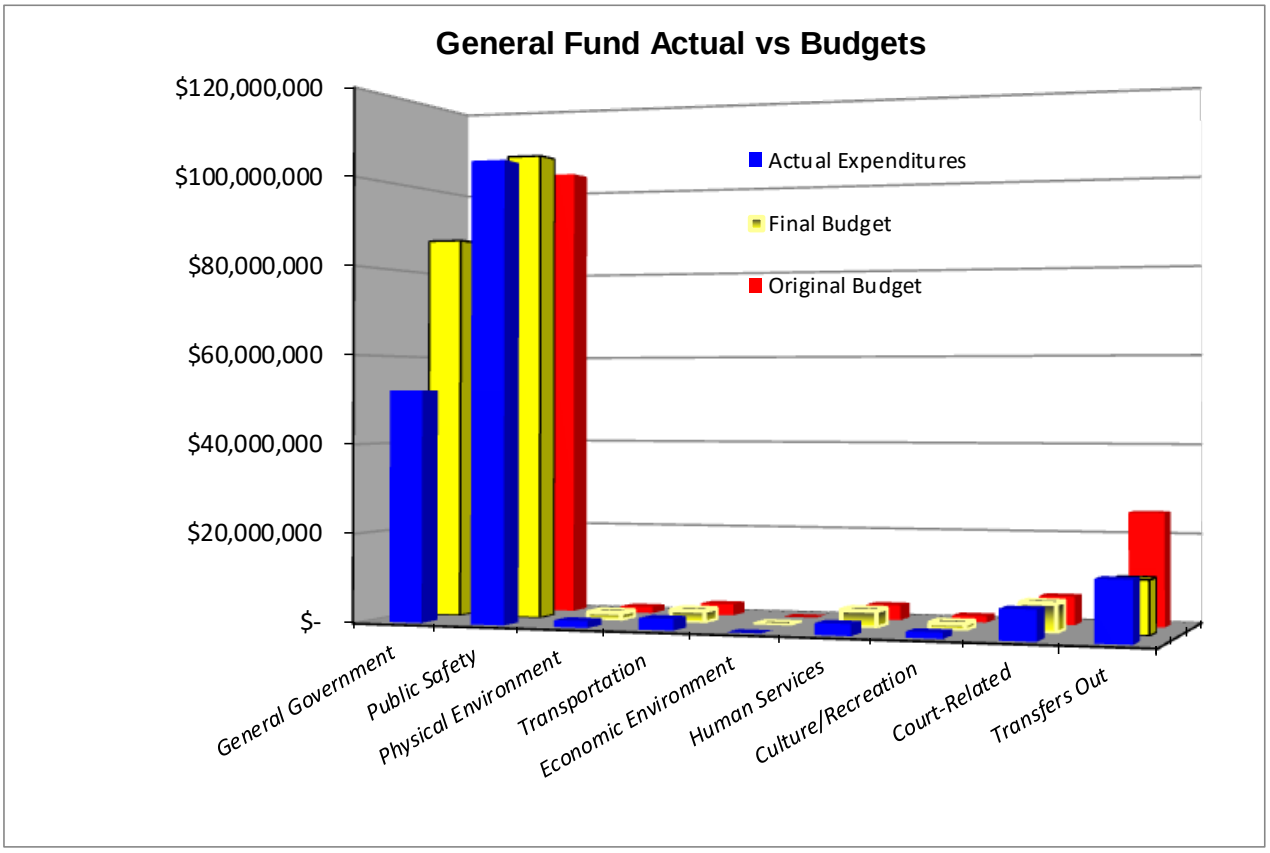
The General Fund's original budget was decreased by $6,412,955, to arrive at the final amended budget for expenditures and transfers out. During the year there was a need to make an amendment to reallocate appropriations among departments when the prior year fund balances were finalized and purchase commitments were approved for re-budgeting. Generally the movement between departments was not significant. The largest change was to general government, contingency reserves and transfers out for road prison. The changes within functions are summarized in the following table.

	Original Budget	Final Budget	Change
General Government	$ 83,158,856	$ 86,874,113	$ 3,715,257
Public Safety	103,464,371	105,969,834	2,505,463
Physical Environment	1,423,290	1,634,608	211,318
Transportation	2,588,309	2,636,517	48,208
Economic Environment	-	-	-
Human Services	3,324,331	3,699,658	375,327
Culture/Recreation	1,419,364	1,432,761	13,397
Court-Related	6,293,202	6,293,202	-
Transfers Out	25,171,154	11,889,229	(13,281,925)
	$ 226,842,877	$ 220,429,922	$ (6,412,955)

The General Fund under spent the final budget by $37,066,336 or 16.82% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 52,038,865	$ 86,874,113	$ 34,835,248	40.1%
Public Safety	103,301,919	105,969,834	2,667,915	2.5%
Physical Environment	1,524,026	1,634,608	110,582	6.8%
Transportation	2,555,789	2,636,517	80,728	3.1%
Economic Environment	-	-	-	
Human Services	2,578,329	3,699,658	1,121,329	30.3%
Culture/Recreation	1,353,460	1,432,761	79,301	5.5%
Court-Related	6,681,145	6,293,202	(387,943)	-6.2%
Transfers Out	13,330,053	11,889,229	(1,440,824)	-12.1%
	$ 183,363,586	$ 220,429,922	$ 37,066,336	16.8%

General Fund actual expenditures were less than anticipated expenditures by $37,066,336. Of this amount $15.27 million for purchase commitments was re-budgeted and assigned to the subsequent year budget. A review of actual expenditures compared to appropriations in the final budget yields no significant variances with the exception of an overall reduction of $1.6 million in salary and $4.5 million in operating. The majority of transfers out are offset by the elimination of budgeted General Fund transfers in, so they are not an actual budgeted expenditure. Transfers out increases were attributable to debt service and public safety programs. Cost and fuel allocation in the amount of $3.3 million in general government are budgeted, but eliminated expenditures. The remainder of unspent budget is primarily due to unspent budgeted contingency and reserves.



Capital Asset and Debt Administration

Capital assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2018 amounts to $629,312,656 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, improvements other than buildings (including leasehold improvements), equipment, software, infrastructure, and construction in progress. The total increase in the County's investment in capital assets for the current fiscal year was 4.1%.

Major capital asset events during the current fiscal year included the following:

- Building projects continued with improvements to various community centers, the purchase of a new building for the Supervisor of Elections, a 4-H Multipurpose Livestock Facility and ticket booths for the Ferry Landings.
- Planning and construction progressed on the new Jail Facility.
- Ongoing transportation infrastructure projects include Navy Boulevard Project, Olive Road Corridor, IIDC Water System Upgrade, Quietwater Beach Ferry Landing, and the OLF-X Property Design and Improvements.
- Net construction in progress (CIP) increased to $34,264,008 primarily due to improvements to transportation infrastructure consisting of more than 85 projects for roads, drainage, and bridge renovations.
- The net increase of $3.9 million in land includes OLF-X Land improvements, Navy Boulevard Project, Delano Project, Kingsfield Road to 297A Project, and Block Westgate Project.
- Equipment purchases include the purchase of County vehicles, road construction equipment, trucks, library vans, and ECAT bus engine replacements.
- Software purchases increased $83 thousand and included the purchase of misdemeanor case management software as well as annual subscription purchases in lieu of software purchases.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Land	$ 64,511,375	$ 60,615,067	$ 5,793,269	$ 5,793,269	$ 70,304,644	$ 66,408,336
Construction in Progress	34,264,008	19,585,718	4,968,712	5,214,972	39,232,720	24,800,690
Equipment	144,485,045	139,051,028	27,562,219	27,482,200	172,047,264	166,533,228
Buildings and Improvements	235,774,341	233,745,208	37,341,150	37,292,723	273,115,491	271,037,931
Software	8,780,878	8,698,164	176,255	176,255	8,957,133	8,874,419
Infrastructure	867,220,907	825,604,696	49,657,042	45,177,511	916,877,949	870,782,207
	1,355,036,554	1,287,299,881	125,498,647	121,136,930	1,480,535,201	1,408,436,811
Less: Accumulated Depreciation	(776,531,636)	(732,224,709)	(74,690,909)	(71,401,782)	(851,222,545)	(803,626,491)
Capital Assets, net	$ 578,504,918	$ 555,075,172	$ 50,807,738	$ 49,735,148	$ 629,312,656	$ 604,810,320

Additional information on the County's capital assets, including major construction commitments, can be found in Note 3 of this report.

Long-term debt

At the end of the current fiscal year, the County had total notes and bonded debt outstanding of $166,029,000. Of this amount, $26,269,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $139,760,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax and tourist development taxes). The unamortized bond issue premium for the Series 2017 Sales Tax Revenue Bond is $10,228,121.

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2018	2017
Revenue Bonds	$ 115,545,000	$ 118,395,000
Revenue Notes	50,484,000	55,658,000
	$ 166,029,000	$ 174,053,000
Unamortized Bond Issue Premium	10,228,121	10,593,411
	$ 176,257,121	$ 184,646,411

The County's outstanding debt; including the unamortized bond issue premium; had a net decrease of $8,389,290 or 4.54% during fiscal year 2018. Decreases were attributable to normal debt service principal reductions for revenue notes and revenue bonds.

Additional information on the County's debt, including any major changes to the County's credit ratings, can be found in Note 6 of this report.

There is no outstanding debt for Business-type activities.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect Escambia County and were considered in developing the 2018-2019 fiscal year budget.

- The annual average unemployment rate for the County for 2018 was 3.0%. The average adjusted rate for 2017 was 4.0%. This represents a decrease of 1% from the prior year unemployment rate.
- The taxable assessed value increased 7.2% in the 2018 fiscal year.
- Population remained at 313,512 at September 30, 2018, a decrease from at September 30, 2016.

During the current fiscal year, unassigned fund balance in the General Fund increased to $34,189,735. The County has budgeted $217,798,895 for spending in the 2019 fiscal year budget, and assigned $15,267,834 of the ending 2018 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2019 fiscal year budget.

In an effort to help stimulate job creation and the economy the County continues to work with the Greater Pensacola Chamber of Commerce and the City of Pensacola to recruit new industry to the area and stimulate job growth.

Requests for information

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the Escambia County Clerk of the Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502; 850-595-4825. This report is also available at the following web address: http://www.escambiaclerk.com.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
September 30, 2018

	Governmental Activities	Business-type Activities	Total	Component Units
ASSETS				
Cash and Cash Equivalents	$ 165,694,888	$ 25,460,014	$ 191,154,902	$ 6,682,733
Investments	137,220,185	21,903,921	159,124,106	530,058
Accounts Receivable, Net	3,619,980	9,788,556	13,408,536	321,824
Accrued Interest Receivable	769,933	-	769,933	-
Due from Other Governments	18,968,338	-	18,968,338	98,621
Internal Balances	-	-	-	-
Inventories	1,627,315	357,936	1,985,251	-
Assets Held for Investment	670,200	-	670,200	-
Prepaid Items	-	-	-	14,248
Other Assets	20,353,636	-	20,353,636	-
Capital Assets Not Being Depreciated	98,775,383	10,761,981	109,537,364	-
Capital Assets Net of Accumulated Depreciation	479,729,535	40,045,757	519,775,292	592,680
Total Assets	927,429,393	108,318,165	1,035,747,558	8,240,164
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	2,028,260	-	2,028,260	-
Pension Costs and Subsequent Contributions	82,639,370	7,356,492	89,995,862	304,465
OPEB Costs and Subsequent Contributions	1,011,959	60,345	1,072,304	-
Total deferred outflow of resources	85,679,589	7,416,837	93,096,426	304,465
LIABILITIES				
Accounts Payable	14,898,559	2,284,365	17,182,924	433,158
Contracts Payable	2,455,353	229,931	2,685,284	-
Accrued Liabilities	9,039,093	687,474	9,726,567	49,959
Compensated Absences Payable	-	136,150	136,150	-
Due to Other Governments	3,831,419	47,540	3,878,959	1,343,080
Deposits	383,760	15,005	398,765	-
Unearned Revenue	607,058	-	607,058	27,387
Other Current Liabilities	446,568	1,704,922	2,151,490	-
Escrow Deposits - restricted	-	149,333	149,333	-
Noncurrent Liabilities:				
Due Within One Year	14,212,064	74,693	14,286,757	-
Due in More Than One Year	402,529,588	34,895,426	437,425,014	3,506,499
Total Liabilities	448,403,462	40,224,839	488,628,301	5,360,083
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	1,094,147	-	1,094,147	644,474
Pension Costs	25,959,831	2,181,136	28,140,967	526,357
OPEB Costs	599,249	38,909	638,158	-
Total deferred inflow of resources	27,653,227	2,220,045	29,873,272	1,170,831
NET POSITION				
Net Investment in Capital Assets	482,495,767	50,807,738	533,303,505	592,680
Restricted for:				
Debt Service	1,570,981	-	1,570,981	-
Capital	123,594,907	-	123,594,907	1,137,024
Law Enforcement	6,042,263	-	6,042,263	-
Fire and Rescue	2,459,543	-	2,459,543	-
Economic & Community	9,952,535	-	9,952,535	-
Transportation	3,528,193	-	3,528,193	-
Other Purposes	15,088,431	-	15,088,431	-
Unrestricted	(107,680,327)	22,482,380	(85,197,947)	285,559
Total Net Position	$ 537,052,293	$ 73,290,118	$ 610,342,411	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 69,238,619	$ 5,550,974	$ 11,182,598	$ 60,000
Public Safety	154,064,788	21,537,758	1,980,250	2,550,232
Physical Environment	5,831,178	16,896,585	593,379	5,990,483
Transportation	49,238,724	6,747,007	7,045,672	5,897,550
Economic Environment	15,180,258	766,049	3,915,290	686,193
Human Services	3,010,649	-	244,457	-
Culture/Recreation	14,177,104	435,546	363,026	-
Court-Related	11,425,911	11,448,987	1,819,864	918,679
Interest on Long-Term Debt	6,491,650	-	-	-
Total Governmental Activities	328,658,881	63,382,906	27,144,536	16,103,137
Business-type Activities:				
Solid Waste	10,442,647	14,998,140	-	-
Emergency Medical Services	15,098,620	12,773,020	-	8,845
Inspection Fund	2,593,786	2,890,153	-	-
Bay Center	7,153,591	5,100,674	34,429	81,215
Total Business-type Activities	35,288,644	35,761,987	34,429	90,060
Total Primary Government	$ 363,947,525	$ 99,144,893	$ 27,178,965	$ 16,193,197
Component Units:				
Escambia County Law Library	$ 87,427	$ 88,311	$ -	$ -
Santa Rosa Island Authority	3,716,294	4,735,295	-	414,660
Total Component Units	$ 3,803,721	$ 4,823,606	$ -	$ 414,660
General Revenues:				
Property Tax				
Sales Tax				
Public Service Tax				
Communication Service Tax				
Gas Tax				
Unrestricted State Revenue Sharing				
Tourist Development Tax				
Other Taxes				
Unrestricted Intergovernmental Revenues				
Investment Income				
Miscellaneous				
Transfers In (Out)				
Total General Revenues and Transfers				
Change in Net Position				
Beginning Net Position, As Restated				
Ending Net Position				

The notes to the financial statements are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Total	Component Units
$ (52,445,047)	$ -	$ (52,445,047)	
(127,996,548)	-	(127,996,548)	
17,649,269	-	17,649,269	
(29,548,495)	-	(29,548,495)	
(9,812,726)	-	(9,812,726)	
(2,766,192)	-	(2,766,192)	
(13,378,532)	-	(13,378,532)	
2,761,619	-	2,761,619	
(6,491,650)	-	(6,491,650)	
(222,028,302)	-	(222,028,302)	
-	4,555,493	4,555,493	
-	(2,316,755)	(2,316,755)	
-	296,367	296,367	
-	(1,937,273)	(1,937,273)	
-	597,832	597,832	
(222,028,302)	597,832	(221,430,470)	
			$ 884
			1,433,661
			1,434,545
116,324,876	-	116,324,876	-
72,004,273	-	72,004,273	-
1,342,264	-	1,342,264	-
2,467,752	-	2,467,752	-
18,889,548	-	18,889,548	-
8,883,539	-	8,883,539	-
11,361,080	-	11,361,080	-
1,038,715	-	1,038,715	-
5,127	-	5,127	-
3,420,778	321,507	3,742,285	13,690
2,645,004	75,356	2,720,360	82,698
2,677,548	(2,677,548)	-	-
241,060,504	(2,280,685)	238,779,819	96,388
19,032,202	(1,682,853)	17,349,349	1,530,933
518,020,091	74,972,971	592,993,062	484,330
$ 537,052,293	$ 73,290,118	$ 610,342,411	$ 2,015,263

ESCAMBIA COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2018

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
ASSETS				
Cash and Cash Equivalents	$ 32,102,914	$ 1,874,659	$ 767,102	$ 1,740,612
Investments	22,314,502	1,710,355	700,355	1,589,160
Accounts Receivable	1,287,569	250,877	-	-
Accrued Interest Receivable	769,933	-	-	-
Due from Other Funds	2,245,530	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	3,327,633	879,940		-
Inventories	753,589	172,964	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,249,887	-	-	-
Total Assets	$ 66,051,557	$ 4,888,795	$ 1,467,457	$ 3,329,772
LIABILITIES				
Accounts Payable	$ 2,340,735	$ 563,121	$ 19,660	$ 43,469
Contracts Payable	31,716	-	-	150
Accrued Liabilities	6,733,863	318,750	-	22,633
Due to Other Funds	462,790	2,000,000	-	-
Advances Payable to Other Funds	-	-	10,993,433	-
Due to Other Governments	2,197,996	2,042	-	558
Deposits	215,546	-	-	-
Unearned Revenue	173,729	-	-	-
Other Current Liabilities	446,568	-	-	-
Total Liabilities	12,602,943	2,883,913	11,013,093	66,810
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,237,456	-	-	-
Total Deferred Inflow of Resources	3,237,456	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	753,589	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	-	3,262,962
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	2,004,882	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvemen	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	15,267,834	-	-	-
Unassigned	34,189,735	-	(9,545,636)	-
Total Fund Balances	50,211,158	2,004,882	(9,545,636)	3,262,962
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 66,051,557	$ 4,888,795	$ 1,467,457	$ 3,329,772

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 46,669,816	$ 172,665	$ 41,717,227	$ 31,674,033	$ 156,719,028
42,608,983	157,641	38,087,328	22,578,772	129,747,096
-	-	680,285	833,650	3,052,381
-	-	-	-	769,933
-	-	-	188,189	2,433,719
-	-	13,745,005	-	13,745,005
-	50,556	9,506,024	4,978,881	18,743,034
-	-	-	327,098	1,253,651
-	-	-	670,200	670,200
-	-	17,103,749	-	20,353,636
$ 89,278,799	$ 380,862	$ 120,839,618	$ 61,250,823	$ 347,487,683
$ 2,868,707	$ 42,345	$ 3,234,514	$ 3,212,085	$ 12,324,636
706,275	-	1,442,395	274,817	2,455,353
-	-	86,769	1,826,568	8,988,583
-	-	234,153	571,894	3,268,837
-	-	-	2,751,572	13,745,005
-	-	52,603	1,576,421	3,829,620
-	-	995	167,219	383,760
-	15,906	-	417,423	607,058
-	-	-	-	446,568
3,574,982	58,251	5,051,429	10,797,999	46,049,420
-	-	-	-	3,237,456
-	-	-	-	3,237,456
-	-	-	327,098	1,080,687
-	-	-	3,680,293	3,680,293
-	-	-	298,814	298,814
-	-	17,103,749	1,570,981	18,674,730
-	-	17,368,228	398,000	21,029,190
-	-	-	2,459,543	2,459,543
-	-	-	43,616	43,616
-	-	-	3,150,763	3,150,763
85,703,817	-	-	-	85,703,817
-	-	-	256,381	256,381
-	-	-	3,555,141	3,555,141
-	322,611	-	-	2,327,493
-	-	-	2,337,177	2,337,177
-	-	-	2,467,132	2,467,132
-	-	-	973,359	973,359
-	-	-	5,989,582	5,989,582
-	-	-	4,368,890	4,368,890
-	-	81,316,212	688,223	82,004,435
-	-	-	511,167	511,167
-	-	-	1,703,613	1,703,613
-	-	-	10,025,242	10,025,242
-	-	-	1,233,684	1,233,684
-	-	-	4,414,125	4,414,125
-	-	-	-	15,267,834
-	-	-	-	24,644,099
85,703,817	322,611	115,788,189	50,452,824	298,200,807
$ 89,278,799	$ 380,862	$ 120,839,618	$ 61,250,823	$ 347,487,683

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS

TO THE STATEMENT OF NET POSITION

as of September 30, 2018

Total fund balances of governmental funds			$ 298,200,807
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and therefore, are not reported in governmental funds. The cost of assets is $1,353,418,254 Accumulated depreciation and amortization is $775,508,072. The difference does not include the net capital assets of the internal service funds $594,736 which are included below.			577,910,182
The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets, liabilities, outflows/inflows of the internal service fund are included in activities in the Statement of Net Position.			4,920,293
At the governmental fund level, certain other long term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.			2,143,309
Deferred inflows and outflow of resources related to debt:			
Deferred charge on refunding (to be amortized as interest expense)			2,028,260
Deferred outflows and inflows of resources related to pensions and other post employment benefits (OPEB) are applicable to future periods and not reported in governmental funds. The difference does not include certain amounts from the internal service fund which is included above.			
Deferred outflows of resources - Pensions	82,326,796		
Deferred inflows of resources - Pensions	(25,866,036)		
Deferred outflows of resources - OPEB	1,006,131		
Deferred inflows of resources - OPEB	(595,491)		
			56,871,400
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities --both current and long-term--are reported in the Statement of Net Position. The difference does not include the internal service funds $11,136,341 which is included above. Long-term liabilities at year-end consist of:			
Bonds payable	115,545,000		
Notes payable	50,484,000		
Bond issuance premiums	10,228,121		
Pollution remediation	180,000		
Compensated absences	26,089,906		
Other post employment benefits	19,298,850		
Net pension liability proportionate share	183,196,081		
			(405,021,958)
Total net position of governmental activities			$ 537,052,293

The notes to the financial statements are an integral part of the financial statements.


ESCAMBIA COUNTY
FLORIDA

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	General Fund - County Wide	Mass Transit Authority Fund	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES				
Taxes	$111,760,143	$ 4,859,270	$ -	$ 1,944,005
Permits and Fees	-	-	-	-
Franchise Fees	13,467,002	-	-	-
Special Assessments	885,584	-	-	-
Intergovernmental Revenues	35,870,493	7,507,130	910,462	-
Charges for Services	11,522,675	1,413,522	-	-
Judgments and Fines	1,622,049	-	-	-
Investment Income	900,660	3,224	19,043	21,544
Miscellaneous Revenues	2,983,417	9,991	-	117
Total Revenues	179,012,023	13,793,137	929,505	1,965,666
EXPENDITURES				
Current:				
General Government	52,038,865	-	-	1,784,240
Public Safety	103,301,919	-	654,678	-
Physical Environment	1,524,026	-	-	-
Transportation	2,555,789	12,439,802	-	-
Economic Environment	-	-	-	-
Human Services	2,578,329	-	-	-
Culture/Recreation	1,353,460	-	-	-
Court-Related	6,681,145	-	-	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	170,033,533	12,439,802	654,678	1,784,240
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,978,490	1,353,335	274,827	181,426
OTHER FINANCING SOURCES (USES)				
Transfers In	7,422,396	-	-	17,500
Transfers (Out)	(13,330,053)	(23,837)	-	-
Total Other Financing Sources and (Uses)	(5,907,657)	(23,837)	-	17,500
Net Change in Fund Balances	3,070,833	1,329,498	274,827	198,926
Fund Balances - Beginning	47,140,325	675,384	(9,820,463)	3,064,036
Fund Balances - Ending	$ 50,211,158	$ 2,004,882	$(9,545,636)	$ 3,262,962

The notes to the financial statements are an integral part of the financial statements.

Series 2017 Capital Project Fund	Mass Transit Authority - FTA Capital Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 46,083,486	$ 26,135,289	$ 190,782,193
-	-	-	381,468	381,468
-	-	-	1,994,081	15,461,083
-	-	-	17,858,900	18,744,484
11,061,535	710,360	7,971,706	19,704,459	83,736,145
-	-	182,632	10,789,470	23,908,299
-	-	-	754,418	2,376,467
1,092,164	1,875	907,227	390,821	3,336,558
-	-	99,154	2,701,521	5,794,200
12,153,699	712,235	55,244,205	80,710,427	344,520,897
-	-	809,946	2,657,731	57,290,782
31,520	-	-	32,224,506	136,212,623
-	-	2,900	6,958,649	8,485,575
-	275,502	1,301,576	17,129,421	33,702,090
-	-	1,005,000	13,954,354	14,959,354
-	-	124,290	90,774	2,793,393
-	-	1,409,210	6,458,284	9,220,954
-	-	-	4,498,751	11,179,896
-	-	-	8,024,000	8,024,000
-	-	-	6,706,430	6,706,430
13,449,652	458,840	46,294,967	-	60,203,459
13,481,172	734,342	50,947,889	98,702,900	348,778,556
(1,327,473)	(22,107)	4,296,316	(17,992,473)	(4,257,659)
6,174,261	23,837	-	23,211,105	36,849,099
-	-	(13,299,545)	(7,513,757)	(34,167,192)
6,174,261	23,837	(13,299,545)	15,697,348	2,681,907
4,846,788	1,730	(9,003,229)	(2,295,125)	(1,575,752)
80,857,029	320,881	124,791,418	52,747,949	299,776,559
$ 85,703,817	$ 322,611	$ 115,788,189	$ 50,452,824	$ 298,200,807

ESCAMBIA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds		$ (1,575,752)
Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital additions ($70,792,780) exceeds depreciation ($47,118,955) in the current period. Total capital additions consist of capital expenditures of $69,913,434 and non-cash contributions of $879,346 for donated roads.		23,673,825
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(73,230)
The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:		
Principal repayments	8,024,000	
Amortization of deferred charge on refunding	(150,510)	
Amortization of interest expense on bond premium	365,290	
		8,238,780

Continued

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued

For the Year Ended September 30, 2018

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:		
Changes in compensated absences	(239,372)	
Changes in other post employment benefits	(29,069)	
Changes in pollution remediation	(25,000)	
		(293,441)
Governmental funds report County pension contributions as expenditures. In the statement of activities, the cost of the pension benefits earned net of contributions is reported as pension expense.		
Difference between pension contribution and net pension expense		(12,242,791)
Governmental funds report other post employment benefit contributions as expenditures. However, in the statement of activities, the actuarial cost of benefits earned net of employee contributions is reported as an expense.		410,640
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the capital assets sold/disposed.		(185,487)
The internal service fund is used by management to charge the costs of risk management and other services to other funds. The net income of the internal service fund is reported with governmental activities.		1,079,658
Change in net position of governmental activities:		$ 19,032,202

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
GENERAL FUND - COUNTY WIDE
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 111,516,682	$ 111,516,682	$ 111,760,143	$ 243,461
Franchise Fees	12,160,428	12,160,428	13,467,002	1,306,574
Special Assessments	854,766	854,766	885,584	30,818
Intergovernmental Revenues	29,140,451	29,160,833	35,870,493	6,709,660
Charges for Services	10,813,956	10,821,036	11,522,675	701,639
Judgments and Fines	1,515,000	1,515,000	1,622,049	107,049
Investment Income	180,130	180,130	900,660	720,530
Miscellaneous Revenues	1,950,968	2,929,756	2,983,417	53,661
Total Revenues	168,132,381	169,138,631	179,012,023	9,873,392
EXPENDITURES				
Current:				
General Government	83,158,856	86,874,113	52,038,865	34,835,248
Public Safety	103,464,371	105,969,834	103,301,919	2,667,915
Physical Environment	1,423,290	1,634,608	1,524,026	110,582
Transportation	2,588,309	2,636,517	2,555,789	80,728
Human Services	3,324,331	3,699,658	2,578,329	1,121,329
Culture/Recreation	1,419,364	1,432,761	1,353,460	79,301
Court-Related	6,293,202	6,293,202	6,681,145	(387,943)
Total Expenditures	201,671,723	208,540,693	170,033,533	38,507,160
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,539,342)	(39,402,062)	8,978,490	48,380,552
OTHER FINANCING SOURCES (USES)				
Transfers In	15,269,334	2,485,054	7,422,396	4,937,342
Transfers (Out)	(25,171,154)	(11,889,229)	(13,330,053)	(1,440,824)
Total Other Financing Sources and (Uses)	(9,901,820)	(9,404,175)	(5,907,657)	3,496,518
Net Change in Fund Balance	(43,441,162)	(48,806,237)	3,070,833	51,877,070
Fund Balance - Beginning	43,441,162	48,806,237	47,140,325	(1,665,912)
Fund Balance - Ending	$ -	$ -	$ 50,211,158	$ 50,211,158

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

MASS TRANSIT AUTHORITY FUND

For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 4,512,500	$ 4,512,500	$ 4,859,270	$ 346,770
Intergovernmental Revenues	6,836,640	7,186,333	7,507,130	320,797
Charges for Services	1,640,270	1,862,520	1,413,522	(448,998)
Investment Income	-	-	3,224	3,224
Miscellaneous Revenues	-	-	9,991	9,991
Total Revenues	12,989,410	13,561,353	13,793,137	231,784
EXPENDITURES				
Current:				
Transportation	12,989,410	13,654,524	12,439,802	1,214,722
Total Expenditures	12,989,410	13,654,524	12,439,802	1,214,722
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(93,171)	1,353,335	1,446,506
OTHER FINANCING SOURCES (USES)				
Transfers (Out)	-	(23,840)	(23,837)	3
Total Other Financing Sources and (Uses)	-	(23,840)	(23,837)	3
Net Change in Fund Balance	-	(117,011)	1,329,498	1,446,509
Fund Balance - Beginning	-	117,011	675,384	558,373
Fund Balance - Ending	$ -	$ -	$ 2,004,882	$ 2,004,882

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

DISASTER RECOVERY FUND

For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 2,329,687	$ 910,462	$ (1,419,225)
Investment Income	-	-	19,043	19,043
Total Revenues	-	2,329,687	929,505	(1,400,182)
EXPENDITURES				
Current:				
Public Safety	-	2,329,687	654,678	1,675,009
Total Expenditures	-	2,329,687	654,678	1,675,009
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	274,827	274,827
Net Change in Fund Balance	-	-	274,827	274,827
Fund Balance - Beginning	-	-	(9,820,463)	(9,820,463)
Fund Balance - Ending	$ -	$ -	$ (9,545,636)	$ (9,545,636)

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

COMMUNITY REDEVELOPMENT AGENCY FUND

For the Year Ended September 30, 2018

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 1,944,005	$ 1,944,005	$ 1,944,005	$ -
Intergovernmental Revenues	17,000	17,500	-	(17,500)
Investment Income	-	-	21,544	21,544
Miscellaneous Revenues	-	-	117	117
Total Revenues	1,961,005	1,961,505	1,965,666	4,161
EXPENDITURES				
Current:				
General Government	2,535,901	5,025,541	1,784,240	3,241,301
Total Expenditures	2,535,901	5,025,541	1,784,240	3,241,301
Excess (Deficiency) of Revenues Over (Under) Expenditures	(574,896)	(3,064,036)	181,426	3,245,462
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	17,500	17,500
Total Other Financing Sources and (Uses)	-	-	17,500	17,500
Net Change in Fund Balance	(574,896)	(3,064,036)	198,926	3,262,962
Fund Balance - Beginning	574,896	3,064,036	3,064,036	-
Fund Balance - Ending	$ -	$ -	$ 3,262,962	$ 3,262,962

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION

PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
ASSETS					
Current Assets:					
Cash and Cash Equivalents	$ 8,670,529	$ 2,980,914	$ 3,905,998	$ 15,557,441	$ 8,975,860
Restricted Assets Available for Current Liabilities	216,741	-	7,285	224,026	-
Investments	16,947,721	2,721,265	2,234,935	21,903,921	7,473,089
Accounts Receivable, Net of Allowance for Uncollectable Accounts	2,246,573	7,406,943	135,040	9,788,556	567,599
Due from Other Funds	-	-	-	-	835,118
Due from Other Governments	-	-	-	-	225,304
Inventories	-	284,308	73,628	357,936	373,664
Prepaid Items	-	-	-	-	-
Total Current Assets	28,081,564	13,393,430	6,356,886	47,831,880	18,450,634
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	142,048	-	7,285	149,333	-
Saufley C&D - restricted	533,324	-	-	533,324	-
Landfill Escrow	9,219,916	-	-	9,219,916	-
Less: Portion Classified as Current	(216,741)	-	(7,285)	(224,026)	-
Total restricted assets	9,678,547	-	-	9,678,547	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,362,088	1,100,349	25,878,713	37,341,150	399,564
Improvements Other than Buildings	46,476,304	86,275	3,094,463	49,657,042	937,373
Machinery, Equipment and Vehicles	14,446,666	10,364,339	2,751,214	27,562,219	281,363
Intangibles	-	176,255	-	176,255	-
Construction in Progress	4,968,712	-	-	4,968,712	-
Less: Accumulated Depreciation	(39,121,954)	(8,248,414)	(27,320,541)	(74,690,909)	(1,023,564)
Total Capital Assets (Net)	42,918,642	3,485,247	4,403,849	50,807,738	594,736
Total Noncurrent Assets	52,597,189	3,485,247	4,403,849	60,486,285	594,736
Total Assets	80,678,753	16,878,677	10,760,735	108,318,165	19,045,370
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	856,758	5,773,929	725,805	7,356,492	312,574
OPEB Cost and Subsquent Contrib.	12,443	38,525	9,377	60,345	5,828
Total deferred outflow of resources	869,201	5,812,454	735,182	7,416,837	318,402

Continued

ESCAMBIA COUNTY, FLORIDA

STATEMENT OF NET POSITION - Continued

PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Totals	Governmental Activities - Internal Service Funds
LIABILITIES					
Current Liabilities:					
Accounts Payable	$ 876,999	$ 746,124	$ 661,242	$ 2,284,365	$ 2,573,923
Contracts Payable	229,931	-	-	229,931	-
Accrued Liabilities	145,202	444,912	97,360	687,474	50,510
Compensated Absences Payable	51,781	48,935	35,434	136,150	96,242
Estimated Claims Payable	-	-	-	-	3,168,831
Due to Other Governments	15,014	1,882	30,644	47,540	1,799
Deposits	2,022	-	12,983	15,005	-
Other Current Liabilities	-	-	1,704,922	1,704,922	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	74,693	-	-	74,693	-
Escrow Deposits - restricted	142,048	-	7,285	149,333	-
Total Current Liabilities	1,537,690	1,241,853	2,549,870	5,329,413	5,891,305
Noncurrent Liabilities:					
Compensated Absences Payable	466,025	440,413	318,903	1,225,341	866,177
Other Post Employment Benefits	190,950	591,226	143,901	926,077	89,437
Net Pension Liability	1,922,475	12,823,846	1,589,312	16,335,633	695,917
Estimated Claims Payable	-	-	-	-	6,803,090
Landfill Closure Costs Payable	16,408,375	-	-	16,408,375	-
Total Noncurrent Liabilities	18,987,825	13,855,485	2,052,116	34,895,426	8,454,621
Total Liabilities	20,525,515	15,097,338	4,601,986	40,224,839	14,345,926
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	292,387	1,688,372	200,377	2,181,136	93,795
Unamortized OPEB Costs	8,023	24,840	6,046	38,909	3,758
Total deferred inflow of resources	300,410	1,713,212	206,423	2,220,045	97,553
NET POSITION					
Net Investment in Capital Assets	42,918,642	3,485,247	4,403,849	50,807,738	594,736
Unrestricted	17,803,387	2,395,334	2,283,659	22,482,380	4,325,557
Total Net Position	$ 60,722,029	$ 5,880,581	$ 6,687,508	$ 73,290,118	$ 4,920,293

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Operating Revenues:					
Charges for Services	$ 14,998,140	$ 12,773,020	$ 7,990,827	$35,761,987	$ 37,695,315
Miscellaneous Revenues	1,962	4,349	69,045	75,356	-
Total Operating Revenues	15,000,102	12,777,369	8,059,872	35,837,343	37,695,315
Operating Expenses:					
Personal Services	2,889,624	10,657,021	2,136,351	15,682,996	1,618,821
Contracted Services	791,622	106,733	6,231,338	7,129,693	-
Claims Incurred and Change in Estimate	-	-	-	-	1,854,869
Supplies and Materials	82,858	703,894	18,090	804,842	-
Repairs and Maintenance	1,120,835	966,154	89,807	2,176,796	33,282
Other Services and Charges	1,592,612	1,211,170	341,925	3,145,707	3,964,467
Depreciation	3,009,641	1,190,376	812,455	5,012,472	67,752
Provision for Closure and Long Term Care	853,586	-	-	853,586	-
Premiums/Claims Expense	363,632	164,849	117,411	645,892	29,156,327
Total Operating Expenses	10,704,410	15,000,197	9,747,377	35,451,984	36,695,518
Operating Income (Loss)	4,295,692	(2,222,828)	(1,687,505)	385,359	999,797
Nonoperating Revenues (Expenses):					
Grants	-	-	34,429	34,429	-
Investment Income	258,828	39,562	23,117	321,507	84,220
Gain (Loss) on Disposal of Capital Assets	261,763	(98,423)	-	163,340	-
Total Nonoperating Revenues (Expenses)	520,591	(58,861)	57,546	519,276	84,220
Income (Loss) Before Transfers and Contributions	4,816,283	(2,281,689)	(1,629,959)	904,635	1,084,017
Transfer In	-	-	1,300,000	1,300,000	-
Transfer (Out)	(381,297)	(3,596,251)	-	(3,977,548)	(4,359)
Capital Contributions	-	8,845	81,215	90,060	-
Change in Net Position	4,434,986	(5,869,095)	(248,744)	(1,682,853)	1,079,658
Net Position - Beginning As Restated	56,287,043	11,749,676	6,936,252	74,972,971	3,840,635
Net Position - Ending	$ 60,722,029	$ 5,880,581	$ 6,687,508	$73,290,118	$ 4,920,293

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$14,341,985	$ 9,322,736	$8,057,390	$ 31,722,111	$ 6,096,265
Receipts from interfund risk/benefits management	-	-	-	-	26,846,154
Receipts from interfund fleet/fuel management	-	-	-	-	4,448,952
Payments to suppliers	(4,506,075)	(2,628,419)	(6,749,064)	(13,883,558)	(34,865,961)
Payments to employees	(2,767,014)	(9,631,051)	(2,019,696)	(14,417,761)	(1,199,986)
Net Cash Provided (Used) by Operating Activities	7,068,896	(2,936,734)	(711,370)	3,420,792	1,325,424
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(381,297)	(3,596,251)	-	(3,977,548)	(4,359)
Transfers from other funds	-	-	1,300,000	1,300,000	-
Advances due to/from other funds	-	-	-	-	38,724
Subsidy from federal/state grants	-	-	34,429	34,429	-
Net Cash Provided (Used) by Noncapital Financing Activities	(381,297)	(3,596,251)	1,334,429	(2,643,119)	34,365
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(4,987,109)	(800,769)	(43,784)	(5,831,662)	(9,160)
Loss from disposal of capital assets	-	-	-	-	-
Landfill closure costs paid	(75,735)	-	-	(75,735)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,062,844)	(800,769)	(43,784)	(5,907,397)	(9,160)
Cash Flows from Investing Activities					
Sale (purchase) of investments	(4,723,711)	2,002,987	(660,062)	(3,380,786)	(2,303,294)
Interest received	258,828	39,562	23,117	321,507	84,220
Net Cash Provided (Used) by Investing Activities	(4,464,883)	2,042,549	(636,945)	(3,059,279)	(2,219,074)
Net Increase (Decrease) in Cash and Cash Equivalents	(2,840,128)	(5,291,205)	(57,670)	(8,189,003)	(868,445)
Cash and cash equivalents at beginning of year	21,405,945	8,272,119	3,970,953	33,649,017	9,844,305
Cash and cash equivalents at end of year	$18,565,817	$ 2,980,914	$3,913,283	$ 25,460,014	$ 8,975,860
Cash and Cash Equivalents Classified As:					
Current assets	$ 8,670,529	$ 2,980,914	$3,905,998	$ 15,557,441	$ 8,975,860
Current restricted assets	216,741	-	7,285	224,026	-
Noncurrent restricted assets	9,678,547	-	-	9,678,547	-
Total Cash and Cash Equivalents	$18,565,817	$ 2,980,914	$3,913,283	$ 25,460,014	$ 8,975,860

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds				
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Governmental Activities - Internal Service Funds
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	$ 4,295,692	$ (2,222,828)	$ (1,687,505)	$ 385,359	$ 999,797
Depreciation	3,009,641	1,190,376	812,455	5,012,472	67,752
Provision for closure and postclosure	853,586	-	-	853,586	-
Change in Assets and Liabilities:					
Accounts receivable	(673,733)	(3,454,633)	66,942	(4,061,424)	81,177
Inventories	-	(35,949)	(24,941)	(60,890)	(67,731)
Prepaids	-	-	556	556	-
Accounts payable	(311,698)	560,166	54,650	303,118	348,184
Contracts payable	(236,430)	-	-	(236,430)	-
Accrued liabilities	25,982	44,772	6,669	77,423	880
Due to other governments	(6,388)	164	19,242	13,018	(323,926)
Customer deposits	15,616	-	(288,633)	(273,017)	(556)
Other current liabilities	-	-	219,209	219,209	-
Compensated absences	(9,695)	83,493	23,664	97,462	(8,476)
Other post employment benefits and related deferred outflows/inflows of resources	(19,581)	(60,626)	(14,757)	(94,964)	(9,170)
Net pension liability proportionate share and related deferred outflows/inflows of resources	125,904	958,331	101,079	1,185,314	51,036
Claims payable	-	-	-	-	186,457
Total Adjustments	2,773,204	(713,906)	976,135	3,035,433	325,627
Net Cash Provided (Used) by Operating Activities	$ 7,068,896	$ (2,936,734)	$ (711,370)	$ 3,420,792	$ 1,325,424
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ -	$ 81,215	$ -	$ -

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2018

ASSETS	
Cash and Cash Equivalents	$ 9,707,188
Accounts Receivable	422,557
Total Assets	$ 10,129,745
LIABILITIES	
Due to Other Governments	$ 4,093,353
Due to Individuals	2,434,212
Other Current Liabilities	3,602,180
Total Liabilities	$ 10,129,745

The notes to the financial statements are an integral part of the financial statements

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION
COMPONENT UNITS
September 30, 2018

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
ASSETS			
Cash and Cash Equivalents	$ 56,794	$ 3,788,347	$ 3,845,141
Investments	-	530,058	530,058
Accounts Receivable	-	321,824	321,824
Due from Other Governments	-	98,621	98,621
Prepaid Items	-	14,248	14,248
Total Current Assets	56,794	4,753,098	4,809,892
Noncurrent Assets:			
Restricted Assets:			
Cash and Cash Equivalents	-	2,837,592	2,837,592
Capital Assets, Net of Depreciation	5,938	586,742	592,680
Total Noncurrent Assets	5,938	3,424,334	3,430,272
Total Assets	62,732	8,177,432	8,240,164
DEFERRED OUTFLOWS OF RESOURCES			
OPEB	-	4,358	4,358
Pension	-	304,465	304,465
Total deferred outflow of resources	-	308,823	308,823
LIABILITIES			
Accounts Payable	-	433,158	433,158
Accrued Liabilities	-	49,959	49,959
Due to Other Governments	-	1,343,080	1,343,080
Unearned Revenue	-	27,387	27,387
Total Current Liabilities	-	1,853,584	1,853,584
Noncurrent Liabilities:			
Compensated Absences	-	110,790	110,790
Other Post Employment Benefits	-	114,132	114,132
Net Pension Liability	-	766,577	766,577
Other Noncurrent Liabilities	-	2,515,000	2,515,000
Total Noncurrent Liabilities	-	3,506,499	3,506,499
Total Liabilities	-	5,360,083	5,360,083
DEFERRED INFLOW OF RESOURCES			
Unearned Revenues	-	78,254	78,254
Unearned Consideration fees	-	566,220	566,220
Other Post Employment Benefits	-	2,810	2,810
Pension	-	526,357	526,357
Total Deferred Inflow of Resources	-	1,173,641	1,173,641
NET POSITION			
Invested in Capital Assets	5,938	586,742	592,680
Restricted for Capital Improvements	-	1,137,024	1,137,024
Unrestricted	56,794	228,765	285,559
Total Net Position	$ 62,732	$ 1,952,531	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Year Ended September 30, 2018

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
EXPENSES			
Governmental Activites:			
General Government	$ 87,427	$ -	$ 87,427
Business Type Activities:			
Operating Expenses	-	3,716,294	3,716,294
Total Program Expenses	87,427	3,716,294	3,803,721
PROGRAM REVENUES			
Charges for Services	88,311	4,735,295	4,823,606
Capital Grants and Contributions	-	414,660	414,660
Total Program Revenue	88,311	5,149,955	5,238,266
Net Program (Revenue) Expenses	(884)	(1,433,661)	(1,434,545)
GENERAL REVENUES			
Investment Income	-	13,690	13,690
Miscellaneous	-	82,698	82,698
Total General Revenues	-	96,388	96,388
Change in Net Position	884	1,530,049	1,530,933
Net Position - Beginning, Restated	61,848	422,482	484,330
Net Position - Ending	$ 62,732	$ 1,952,531	$ 2,015,263

The notes to the financial statements are an integral part of the financial statements.

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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-wide Financial Statements

The financial statements of Escambia County, Florida (the "County") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable. Significant County accounting policies are described below.

B. Financial Reporting Entity

Escambia County, Florida (the County) is a political subdivision of the State of Florida created pursuant to Chapter 7 of the Florida Statutes. The County is governed by a five member Board of County Commissioners (the Board), elected from single-member districts. The Board has no powers other than those expressly vested in it by State Statute. In addition to the Board, there are five elected Constitutional Officers: pursuant to Article 8, Section 1(d), of the Constitution of the State of Florida; the Clerk of the Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets. The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers.

The combining financial statements include the operations of the Board of County Commissioners, Clerk of the Circuit Court and Comptroller, Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and those separately administered organizations for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

Blended Component Unit
Community Redevelopment Agency (CRA) – Pursuant to Florida Statutes section 163 Part III, the Community Redevelopment Act of 1969 authorized governments to use tax increment financing as a means for community redevelopment. The primary purpose of this act is to provide local governments with a source of funds to revitalize the deteriorated portions of their communities; thus establishing a financial benefit or burden relationship between the primary government and the CRA. The primary government also has operational responsibility for the Community Redevelopment Agency. In 1995, the Board of County Commissioners adopted Ordinance No. 95-6 which established the Community Redevelopment Agency (CRA) of Escambia County. Eight redevelopment areas are included under the CRA jurisdiction. The County Board serves as the CRA Board and has all rights, powers, duties, privileges and immunities authorized by the Act. The CRA is reported as a major special revenue fund in the fund financial statements of the County; a copy of this report may be found at the Community Redevelopment Agency Office; 221 Palafox Place; Suite 305, Pensacola Florida 32502.

Escambia County Area Transit Authority (Mass Transit Authority) – Pursuant to Florida Statutes section 189 Uniform Special District Accountability Act, is classified as a Dependent Special District because the membership of the Mass Transit Authority's governing body is identical to Escambia County and the Mass Transit Authority's budget requires approval through an affirmative vote or can be vetoed by Escambia County. The primary purpose of this Mass Transit Authority is to own, operate and manage the public transportation system in Escambia County on behalf of the Board of County Commissioners of Escambia County; providing an efficient and coordinated public transportation system servicing rural and urban areas. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 206 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities, thus establishing a financial benefit or burden relationship between the primary government and the Mass Transit Authority. The Mass Transit Fund was a fund of the County until 2018, when the Board of County Commissioners adopted Ordinance No. 2018-8 establishing the Escambia County Area Transit Authority. The Mass Transit Authority Fund is reported as a major special revenue fund in the fund financial statements of the County; the capital projects of the Mass Transit Authority are reported as a major capital project fund in the fund financial statements of the County. A copy of this report (the fund financial statement of the County) may be found at the Escambia County Area Transit Authority Office; 1515 West Fairfield Drive, Pensacola Florida 32501.

Discretely Presented Component Units
Governmental Fund Type:

Escambia County Law Library Board – The Escambia County Law Library Board (Law Library), created under Special Act, Chapter 69-1048, Laws of Florida, provides for the maintenance of a central law library for the use of citizens, county officials, judges and officers of the courts of Escambia County. The County establishes the fees charged and collected on court actions in support of the Law Library, therefore the County is financially accountable. The Law Library is located in the M.C. Blanchard Judicial Building. The Law Library Board is composed of two (2) circuit judges, two (2) county judges and one (1) lawyer appointed by the local Bar Association. The operations of the Law Library are reported in the Escambia County Law Library Board, a special revenue fund. While the Law Library Board is an independently reported special district, it is presented in the County's Comprehensive Annual Financial Report as a discretely presented component unit. Financial statements for the Escambia County Law Library Board can be obtained from the Library staff at 190 West Government Street, Pensacola, Florida 32502-5773.

Proprietary Fund Type:

Santa Rosa Island Authority (SRIA) – The Santa Rosa Island Authority (SRIA) was established by the provisions of Chapter 24-500, Laws of Florida, Special Acts of 1947, as amended. The County appoints five (5) members of the Authority's six (6) member Board, and one (1) member is elected by the eligible voters who are full time residents of the Island. The County approves the SRIA's budget and issuance of debt. The County has veto power over decisions of the SRIA. The SRIA serves as the County's leasing agent for property on Santa Rosa Island owned by the County. The operations of SRIA are reported in the SRIA Fund, a discrete component unit in this report. Financial statements for the SRIA can be obtained at 1 Via Deluna, Pensacola Beach, Florida 32561.

Joint Ventures:

As defined in Governmental Accounting Standards Board (GASB) Statement No. 14, a joint venture is a separate legal entity or other organization that results from a contractual arrangement (or interlocal agreement) and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an on-going financial interest or (b) an on-going financial responsibility. The County participates and provides financial support to the following non-equity joint ventures:

Human Relations Commission (HRC) – The Commission was created by an Interlocal Agreement between Escambia County and the City of Pensacola in 1978, pursuant to Florida Statutes, Chapter 163.01, for the purpose of being "responsible for the promotion of fair treatment and equal opportunity

to all citizens of the local community." The Commission is composed of nine (9) members; four (4) selected by the County and four (4) selected by the City of Pensacola, with one (1) additional member jointly selected by the preceding eight. The County does not control budgeting or financing for the Commission. Separate financial statements are available from the Commission at 2257 Baylen Street, Pensacola, Florida 32501.

Pensacola – Escambia County Promotion and Development Commission (PEDC) – This Commission was created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1980 by Chapter 80-579, to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The nine (9) member Commission consists of the President of the Chamber of Commerce, two (2) members of the Pensacola City Council, two (2) members of the Escambia County Commission, one (1) member of the Century City Council, one (1) representative of the Committee of 100 or the Tourist Advisory Council, one (1) at-large member appointed by the Pensacola City Council and one (1) at-large member appointed by the Escambia County Commission. The County and the City of Pensacola each contribute funds annually for the operation of the Commission, but neither has control of the budget or finances of the Commission. Separate financial statements are available from the Pensacola – Escambia County Promotion and Development Commission at 117 West Garden Street, Pensacola, Florida 32593-0550.

Summary financial statements as of September 30, 2018, for the joint ventures are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2018

	HRC	PEDC
Assets	$ 14,350	$ 7,530,104
Liabilities	6,031	3,062,247
Net Position		
Restricted:	-	61,198
Unrestricted:	8,320	
Committed	-	52,309
Unassigned	-	4,354,350
Total net position	$ 8,320	$ 4,467,857

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2018

	HRC	PEDC
Revenues	$ 127,051	$ 2,199,046
Expenses	(138,483)	(2,186,974)
Change in net position	(11,432)	12,072
Net position - beginning	19,752	4,455,785
Net position - ending	$ 8,320	$ 4,467,857

C. Basis of Presentation – Government-wide and Fund Financial Statements

The basic financial statements consist of the government-wide (based on the County as a whole, including its component units) and fund financial statements. Both sets of statements categorize primary activities as either governmental or business-type activities.

The government-wide financial statements include a statement of net position and a statement of activities which report on the government as a whole and provide a consolidated financial picture of the government. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund activities are eliminated to avoid distorted financial results. The amounts reported as internal balances represent the residual amounts due between governmental and business-type activities. Fiduciary Funds of the government are also eliminated from this presentation since these resources are not available for general government funding purposes.

The statement of activities reports functional categories of programs provided by the County, and demonstrate how and to what degree those programs are supported by specific revenue. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on external fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given program are supported by specific revenues. *Direct expenses* are those that are clearly identifiable with a specific program. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. G*eneral revenues* consist of all taxes and other items collected that help support all functions of Escambia County government.

Individual fund financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The County reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The general fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

Escambia County Area Transit Authority (Mass Transit Authority) Fund accounts for the operations and maintenance of the Escambia County Transit System. The 1 to 5 Cents Local Option Fuel Tax (4 cents levied) is used to fund public transportation operations and maintenance pursuant to Sections 203 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

Escambia County Area Transit Authority FTA Capital (Mass Transit Authority - FTA Capital) Fund is the capital project fund of the Escambia Area Transit Authority and is reported as a major capital project fund in the fund financial statements of the County. It accounts for revenue received from the United States Department of Transportation and cost associated with federal transportation assistance. The Federal Transit Administration (FTA) provides capital assistance for mass transit projects including mass transit fixed route and ADA paratransit services for citizens through urban areas of Escambia County. FTA funding is provided by Grants, State matching funds, and Escambia County Area Transit Authority matching funds.

The *Disaster Recovery Fund* accounts for financing provided from various grants, or reimbursements to aid the County's recovery from either natural or man-made disasters. Due to the nature of this major fund, the County generally adopts an appropriated budget of zero.

The *Community Redevelopment Agency Fund (CRA)* was established to account for the revenues and expenditures of the redevelopment areas established within the County. The CRA Fund is a blended component unit of Escambia County. Pursuant to Florida Statutes Section 163 Part III, the Community Redevelopment Act of 1969 authorized government to use tax increment financing as a means for community redevelopment.

The *Series 2017 Project Fund* is a capital project fund created pursuant to Resolution 2017-70 to account for the proceeds of the Sales Tax Revenue Bonds, Series 2017, issued June 22, 2017. This fund will account for the expenditures associated with the acquisition, planning, design and construction of a new 1,500 rated bed correctional facility. This new facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to section 287.055, Florida Statutes (acquisition of professional architectural and engineering services). Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and Main Jail.

The *Local Option Sales Tax Fund (LOST)* accounts for monies collected pursuant to Florida Statutes 212.055, which authorizes the County to impose a one percent (1%) local option infrastructure sales surtax upon taxable transactions occurring within Escambia County, to provide for road and drainage projects and improvements, recreation projects, public safety, expansion of jail and court facilities, and community redevelopment projects. This tax was approved by referendum on March 10, 1992, and was originally set to expire on December 31, 2017. On November 4, 2014, this tax was extended by referendum through December 31, 2028, as permitted by law.

The County reports the following major proprietary funds:

The *Solid Waste Fund* accounts for solid waste disposal (landfill) operations, primarily financed through franchise fees and user charges.

The *Emergency Medical Service Fund* accounts for the cost of emergency medical services provided in Escambia County. All activities necessary to provide such services are accounted for in this fund.

Additionally, the government reports the following fund types:

The *Internal Service Fund* accounts for risk management activities, activities for garage and fuel services provided to County departments, and for administration of employee benefits. Additionally, the internal service fund is used to account for balances and activity related to compensated absences policies of the Clerk of the Circuit Court and Comptroller, for court related activities.

Agency Funds are custodial in nature, and are therefore excluded from the governmental-wide financial statements. These funds are used to account for assets held by the County as an agent for individuals, private organizations and governments. Agency funds are utilized by the Clerk of the Circuit Court and Comptroller, the Tax Collector, and the Sheriff. Resources include fines, forfeitures, and filing fees collected for other governmental agencies, child support payments, jury and witness services, posted bonds collected for individuals, prisoner's funds, confiscated monies held as evidence, property taxes and fees for licenses.

D. Measurement Focus and Basis of Accounting

The **government-wide financial statements** and the **proprietary fund and fiduciary fund financial statements** are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred,

regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. State shared revenues, sales taxes, franchise taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except debt service expenditures and expenditures related to compensated absences and claims and judgments, which are recorded only when payment is due. Capital asset acquisitions are recorded as expenditures in governmental funds. Monies received from issuing long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end).

Escambia County allocates indirect costs comprised of administrative overhead costs to functional activities using various allocation charge methods. Therefore, expenses reported for functional activities include these allocated indirect costs. Elimination of these charges would distort the direct costs of the functions concerned.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements, with the exception of administrative overhead components as discussed above.

Amounts reported as program revenue include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. All taxes, including those dedicated for specific purposes, and internally dedicated resources are reported as general revenues rather than as program revenue.

Proprietary fund financial statements are reported using economic resource measurement focus and the accrual basis of accounting, distinguishing *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds and the internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Budgetary Information

Annual budgets are adopted on a basis consistent with *generally accepted accounting principles* as required by Florida Statute 129 for all governmental funds. In fiscal year 2018, the Disaster Recovery Fund adopted an original budget appropriation of zero, which was subsequently amended.

On or before May 1 of each year, the Clerk of the Circuit Court and Comptroller, Property Appraiser, Supervisor of Elections, Sheriff and Tax Collector each submit to the Board of County Commissioners a tentative budget for the ensuing fiscal year.

Within fifteen days after certification of the ad valorem tax roll by the Property Appraiser, the County's Office of Management and Budget submits to the Board of County Commissioners a proposed budget for the fiscal year commencing the following October 1st. Pursuant to the provisions of Section 129.01, Florida Statutes, the proposed budgets as submitted contain balanced statements of estimated revenue and proposed appropriations for each fund required to be presented by law or sound financial practice, including the general, special revenue, debt service, and capital projects funds.

The Board holds public hearings and a final budget must be prepared and adopted no later than September 30. The County's budget is legally enacted through passage of a resolution.

The appropriated budget is prepared by fund, function and department. The Office of Management and Budget is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The Board of County Commissioners approved supplemental budget amendments during the year that increased the original budget.

All appropriations lapse at the end of each fiscal year, although the county expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

F. Property Taxes

Under Florida law, the assessments of all properties and the collections of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. The laws of the state regulating tax assessments are also designed to assure a consistent property valuation method statewide. Pursuant to the State Constitution, Florida Statutes permit counties to levy ad valorem taxes on real and tangible personal property taxes at a rate not to exceed 10 mills for countywide purposes, exclusive of taxes levied for the payments of bonds and taxes levied for periods of not longer than 2 years and approved by a vote of the electors. All property is assessed at 100% of just value. For fiscal year 2018, the County-wide operating millage rate was 6.6165 mills. The County-wide operating millage rate for the Library was .359 mills for a total of 6.9755 mills. The Law Enforcement MSTU rate is .685 for a total direct rate of 7.6605 mills.

The tax levy of the County is established by the Board of County Commissioners prior to October 1 of each year and the Tax Collector incorporates the millage into the total tax levy, which includes the municipalities, special districts, and the County School Board tax requirements and produces the tax bill. All property is reassessed by the Property Appraiser, according to its fair market value on January 1 of each year. The certified assessment roll is delivered by the Property Appraiser to the Tax Collector.

All property taxes are billed in arrears and become due and payable on November 1 of each year. All unpaid taxes become delinquent on April 1 following the year which they are assessed. The legal lien date is January 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. Taxes paid in March are without discount. Tax certificates are sold for all delinquent taxes on real property. Virtually all unpaid taxes are collected via the sale of tax certificates prior to year end. The county does not accrue its portion of the County-held tax sale certificates or personal property tax warrants because such amounts are not considered to be material.

G. Cash and Cash Equivalents

The County defines cash and cash equivalents as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less from the date of acquisition. The County maintains an equity in pooled cash fund. All monies which are not legally restricted to separate

administration are pooled together for investment and are maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. The County's cash deposits are fully insured by the Public Deposits Trust Fund.

H. Investments

Investments for the County are reported at fair value (generally based on quoted market prices) except for the Florida Prime Investment Pool, FL CLASS Investment Pool, and Florida Fixed Income Trust are reported at amortized cost. The Florida Fixed Income Trust Cash Pool has a floating Net Asset Value (NAV) however the investment pool is managed to maintain a constant NAV. Investments are pooled together for investment purposes with each individual fund and/or account maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity. Such investments consist of Certificates of Deposit, U.S. Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, and State and/or Local Government Debt.

I. Inventories and Prepaid Items

Inventories are valued at cost, using the first-in/first-out method. Annual inventory expenditures reflect supplies consumed. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These payments are recorded as expenditures/expenses when consumed rather than when purchased.

J. Restricted Assets

The use of certain assets in business-type activities is restricted by resolution or ordinance. Assets are designated as restricted since their use is limited. Restricted assets reported represent escrow deposits for customers, funds held for the Saufley Construction and Demolition (C&D) project closure, and the Landfill Escrow held for landfill closure and post closure liability.

K. Accounts Receivable

Accounts Receivable are shown net of an allowance for uncollectible accounts. The Solid Waste Fund records an allowance for receivables older than 90 days, while the Internal Service Fund provides an allowance for receivables without collections during the past year. All other County funds record an allowance on accounts older than 120 days. Accounts in the General Fund consist primarily of franchise fees receivable. The receivables at the end of the fiscal year include an estimated total allowance for uncollectable accounts in the amount of $9.308 million. This allowance is comprised of $8.479 million for ambulance receivables in the Emergency Medical Services Fund; $693,000 for the Internal Service Funds related to the self insurance third party receivables; $63,000 for the Local Option Sales Tax Fund; $51,000 for HUD-CDBG housing programs, $18,000 for the Mass Transit Fund, $3,000 General Fund and $1,000 for the Bay Center.

L. Interfund Transactions

Reimbursements to a fund for expenditures/expenses initially made from it, which are applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund, and reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

M. Interfund Payables and Receivables

Unpaid amounts of interfund transactions at year end are reflected as "due from other funds" or "due to other funds" in the related fund financial statements. Noncurrent portions of interfund payables and receivables are reported as advances. In governmental funds, advances are offset equally by nonspendable fund balance unless the funds are restricted or committed. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

N. Capital Assets

Capital Assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Purchased or constructed assets are recorded at historical cost or at a price that would be paid to acquire the asset with equivalent service potential in an orderly market transaction at the acquisition date. Donated capital assets are recorded at acquisition value at the acquisition date.

The County capitalizes items costing $1,000 and having an estimated useful life in excess of one year. Buildings, public domain, and system infrastructure assets which represent major expenditures for such items as roads, water and sewer lines, landfill improvements, parks, and drainage systems are capitalized at historical cost. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital Assets are depreciated over their estimated useful lives unless they are inexhaustible or are intangible assets with indefinite useful lives. The term depreciation (and related forms of the term) includes amortization of intangible assets.

Depreciation has been provided using the straight-line method. The estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings	10 – 50 years
Improvements	20 – 50 years
Infrastructure	20 – 50 years
Equipment	3 – 10 years
Intangibles	3 – 5 years

O. Unearned Revenues

Unearned revenues include amounts collected before revenue recognition criteria are met. Expenditure-driven grants and excess revenue for exchange type transactions are reported as unearned at the end of the fiscal year.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will *no*t be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to future periods and, will not be recognized as an inflow of resources (revenue) until that applicable time.

The County has three items that qualify for reporting as deferred outflows of resources. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is the deferred outflow of resources related to pensions reported in the government-wide and proprietary statements of net position. The deferred outflows for pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statements No. 68, *Accounting and Financial Reporting for Pensions* and No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*. These deferred outflows for pension will be recognized as pension expense or a reduction of the net pension liability in future reporting years. The third is the deferred outflow of resources related to OPEB reported in the government-wide and proprietary statements of net positon. The deferred outflows for OPEB are an aggregate of items related to changes in assumptions and other inputs as calculated in accordance with GASB Statements No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions.* These deferred outflows for OPEB will be recognized as benefit expense or a reduction of the net OPEB liability in future reporting years.

The County also reports deferred inflows of resources in the government-wide and proprietary statements of net position. The unavailable revenue for capital lease is deferred and recognized as an inflow of resources in the period that the amounts become available. The SRIA also has deferred inflows for fees collected prior to the time requirements being met. The deferred inflows for pensions are an aggregate of items related to pensions as calculated under the same principles as the deferred outflows for pensions, and will be recognized as a reduction to pension expense in future reporting years. The deferred inflows for OPEB are an aggregate of items related estimated benefits paid after the measurement date as calculated under the same principles as the deferred outflows for OPEB, and will be recognized as a reduction to benefit expense in future reporting years.

Q. Self-Insurance Claims

Liabilities for reported claims and incurred but not reported claims (IBNR) are estimated based on an actuarial review of claims pending and historical experience.

R. Landfill Closure and Postclosure Care Payable

The County recognizes municipal solid waste landfill closure and post closure care costs under the State of Florida's Solid Waste Management Act of 1988, regulations of the Federal Environmental Protection agency and the GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Post closure Care Costs*. The County is required to place a final cover on closed landfills and to provide long-term care for up to thirty years after final cover. These obligations for closure and postclosure are recognized in the Solid Waste Fund over the active life of the landfill, based on landfill capacity used to date.

S. Long Term Obligations

Payments on long term liabilities which are expected to be financed from governmental funds are accounted for as debt service expenditures. For proprietary fund types, long term debt and other obligations are reported as liabilities in the fund financing the obligation. In the government-wide and the proprietary fund financial statements these amounts are reported as liabilities in the statement of net position.

Debt issuance cost, except for prepaid insurance, are expensed in the period incurred. Prepaid insurance cost are reported as an asset and amortized in a systematic and rational manner over the duration of the related debt.

Legal debt margin for bond payments are governed by Florida Statutes 200.181. None of the provisions of this chapter limit or restrict the rate or amount of ad valorem taxes levied for the payment of the

principal and the interest on any debt service secured by revenue certificates or by bonds for which the full faith and credit of any taxing district may be pledged.

The County reports pollution remediation obligations, in accordance with GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*. The circumstances under which the County will have to estimate, record, and disclose its expected outlays for pollution remediation include: the pollution is an imminent danger to public health or welfare; the government is in violation of a pollution prevention-related permit or license; the government has been named as a responsible party under Superfund or similar state laws; the government is named in a lawsuit that would require participation in remediation activities; or the government legally commits itself to conduct remediation activities.

T. Compensated Absences

The County's reporting of accumulated compensated absences complies with GASB Statement No. 16, *Accounting for Compensated Absences.* The County's policy permits eligible employees to accumulate a limited amount of earned but unused leave based on years of employment. While employees are encouraged to use their annual leave in the year that it is earned, unused leave time is paid upon separation of service. Compensated absences are recorded as a liability when the benefits are earned in the government-wide and proprietary fund financial statements. The governmental funds recognize an expenditure at the time payments are made to employees.

U. Other Post Employment Benefits (OPEB)

Under the provisions of GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), the government-wide and proprietary fund financial statements recognize the OPEB expense along with the related liability, deferred outflows and inflows of resources. The OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position. The plan is currently unfunded. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners, the Constitutional Officers, and the Santa Rosa Island Authority.

V. Net Pension Liability

The government-wide and proprietary fund financial statements net pension liability represents the County's proportionate share of the net pension liability of the cost-sharing pension plan in which it participates. The County participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy Program (HIS) which are administered by the Florida Division of Retirement. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, additions/deductions, and information about the fiduciary's net position have been determined on the same basis as they are reported by this cost-sharing plan. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The government-wide financial statements include the liability of all plan participants for the Board of County Commissioners and the Constitutional Officers.

W. Fund Balance Reporting and Governmental Fund-Type Definitions

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* clarify governmental fund balance classifications and fund-type definitions. The Board of County Commissioners is the County's highest level of decision-making authority. Governmental fund balances are classified either as nonspendable or spendable. Spendable fund balances (restricted, committed, assigned, or unassigned) are further classified below in a hierarchy based on the extent to which there are external and internal constraints on spending of these fund balances. These classifications are described as follows:

Nonspendable fund balance - include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable types consist of inventories, prepaid amounts, long-term amounts of other assets, loans, notes, and advances receivable, and may include property acquired for resale.

Restricted fund balance – include amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action of an ordinance of the Board of County Commissioners, the highest level of decision making authority. Commitments may be changed or lifted only by the Board of County Commissioners taking the same formal action of an ordinance that imposed the constraint originally.

Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. The Board of County Commissioners or management designee (via action by the Board of County Commissioners) has the authority as the official authorized to assign fund balance to a specific purpose as provided by the fund balance policy. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that the resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned fund balance – is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned amounts are technically available for any purpose. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The County has adopted a formal fund balance policy. It is the County's goal to maintain a targeted minimum unrestricted fund balance (the sum of the Committed, Assigned and Unassigned fund balance) equal to 2 months of the current fiscal year's operating expenditures and transfers out budgeted for the fund. This unrestricted fund balance is needed to cover short-term cash flow variations, economic downturns, or unanticipated events that would adversely affect the financial condition of the County and jeopardize the continuation of necessary public services.

Compliance with the provisions of the fund balance policy is reviewed as part of the annual budget adoption process and revisions to the levels of fund balance can be determined during this process. Budgeting of amounts of unassigned fund balance for the purpose of balancing the budget requires the Board of County Commissioners' approval.

When multiple categories of fund balance are available for expenditures, the County will start with the most restricted category, unless there are legal documents/contracts that prohibit this order, such as

grant agreements requiring dollar for dollar spending. Unassigned fund balance is used when expenditures are incurred for purposes which amounts in any classification could be used.

X. Net Position

The net positions of proprietary funds, governmental activities and business-type activities are made up of three components. *Net Investment in Capital Assets* which represents net capital assets less related long-term liabilities; unspent debt proceeds will increase this amount. The *Restricted* component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. The restricted component represents assets that are legally restricted. They include reserve funds, special revenues restricted by statute or ordinance, bond proceeds, and other sources restricted for capital or improvements. The *unrestricted* component of net position is the balance not included in the determination of net investment in capital assets or the restricted component of net position.

NOTE 2 - DEPOSITS AND INVESTMENTS

A. Cash and Cash Equivalents

At September 30, 2018, the County's carrying value of cash and cash equivalents totaled $200,862,090, which is presented as $191,154,902 in the statement of net position and $9,707,188 in the statement of fiduciary net position.

Additionally, funds are placed with the State Board of Administration for participation in the Florida Prime Investment Pool, created by Section 218.405, Florida Statutes. This investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. The County's investment in the Florida Prime Investment Pool, a Security and Exchange Commission (SEC) Rule 2a7-like external investment pool is reported at amortized cost, which is not materially different from fair value. Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant Net Asset Value (NAV) of $1.00 per share, provided that such funds meet certain conditions. The Florida Prime Investment Pool has a dollar weighted average days to maturity "WAM" of 33 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida Prime at September 30, 2018 is 72 days. There are no restrictions on redemptions. The Florida Prime Investment Pool is rated by Standard and Poors. The current rating is AAAm.

The County participates in the Florida Cooperative Liquid Asset Securities System (FLCLASS). This investment pool is a stable NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in FLCLASS is reported at amortized cost, which is not materially different from fair value. FLCLASS has a dollar weighted average days to maturity "WAM" of 50 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2018 is 72 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

The County also participates in the Florida Fixed Income Trust (FL FIT). This investment pool is managed as a Constant NAV Government Investment Pool established under Section 218.415, Florida Statutes; and is an intergovernmental investment authorized pursuant to the Florida Interlocal Cooperation Act of 1969. The County's investment in the FL FIT Cash pool is reported at amortized cost, which is not materially different from fair value. FL FIT has a dollar weighted average days to maturity "WAM" of 120 days as of September 30, 2018. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of FLCLASS at September 30, 2018 is 81 days. There are no restrictions on redemptions. FL FIT is rated by Standard and Poors. The current rating is AAAf.

The County's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. At September 30, 2018 the carrying amount of the County's cash deposits totaled $106,115,501, cash in money market funds totaled $15,391,642, the County's investment in the Florida Prime Investment Pool totaled $59,530,272, the County's investment in FLCLASS totaled $5,143,216 and the County's investment in FL FIT totaled $14,681,460.

B. Investment Portfolio

The Escambia County Board of County Commissioners and Escambia County Clerk of the Circuit Court and Comptroller (Clerk) formally adopted the comprehensive investment policy in January 2010. The policy was created pursuant to Section 218.415, Florida Statutes and established permitted investments, asset allocation limits, issuer limits, credit ratings requirements, and maturity limits to protect the County's cash and investment assets. The County maintains a common cash and investment pool for the use of all funds.

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in the County's investment policy. The Board adopted a list of permitted investments by ordinance, and updated the investment policy in May 2018. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, Agency Mortgage-Backed Securities, Asset-Backed Securities, Repurchase Agreements, Commercial Paper, Corporate Notes, Bankers' Acceptances, State and/or local government taxable and/or tax-exempt debt Registered Investment Companies (Money Market Mutual Funds), and Intergovernmental Investment Pools that contain no derivatives. Derivatives and reverse repurchase agreements are not permitted by the County's investment policy.

The County's investment policy provides asset allocation, issuer, and maturity limits to protect the County's cash and investments. The policy allows for a short-term strategy (maturities of 12 months or less) to provide for operating funds and a longer-term strategy (maturities not exceeding 5 years) for the "core" portion of the portfolio. As defined by GASB Statement 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, money market investments are reported at amortized costs rather than fair value. The County's investments as defined by GASB Statement No. 72, *Fair Value Measurement and Application* are reported at fair value based on level 1 inputs for quoted prices for identical investments in active markets.

The Constitutional Officers electing not to adopt a written investment policy are limited to investing funds pursuant to Section 218.415, Florida Statutes, and subsection (17). Those investments include the Local Government Surplus Trust Fund, or any authorized intergovernmental investment pool, SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, and direct obligations of the U.S. Treasury.

The County's investment portfolio consists of $159,124,106 in direct obligations of United States Treasury Securities, Federal Instruments, Commercial Paper, Corporate Notes, State and/or Local Government debt, and Local Government Investment Pool funds which are reported at fair value in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, and GASB Statement No. 72, *Fair Value Measurement and Application*.

As of September 30, 2018, interest receivable on the County's investment portfolio amounted to $769,933.

The County had the following investment types by issuer and effective duration presented in terms of years:

Security Type		Fair Value	Weighted Average Duration (Years)	Credit Rating	Percentage of Portfolio
Short Term Investments:					
United States Treasury Securities	$	3,046,142	0.63	AA+	1.91%
Federal Instruments		17,387,207	0.68	AA+	10.93%
State and/or Local Government Debt		3,499,268	0.78	AA-	2.20%
Corporate Notes		5,483,172	0.50	A+	3.45%
Total short term investments		29,415,789			18.49%
Long Term Investments:					
United States Treasury Securities		36,038,428	2.32	AA+	22.65%
Federal Instruments		8,416,144	1.71	AA+	5.29%
Corporate Notes		14,266,131	2.68	A	8.97%
State and/or Local Government Debt		394,888	1.14	AA+	0.25%
Local Government Investment Pool		70,592,726	1.51	AAA	44.36%
Total long term investments		129,708,317			81.51%
Total Fair Value	$	159,124,106			100.00%
Portfolio Weighted Average Duration			1.65		

C. Fair Value of Investments

Escambia County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1*: Quoted prices for identical investments in active markets;
- *Level 2*: Observable inputs other than quoted market prices; and
- *Level 3*: Unobservable inputs

At September 30, 2018, Escambia County had the following recurring fair value measurements.

	9/30/2018	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 14,266,131	$ 14,266,131	$ -	$ -
Corporate Notes - Short Term	5,483,172	5,483,172	-	-
United States Treasury Securities - Long Term	36,038,428	36,038,428	-	-
United States Treasury Securities - Short Term	3,046,142	3,046,142	-	-
Federal Instruments - Long Term	8,416,144	8,416,144	-	-
Federal Instruments - Short Term	17,387,207	17,387,207	-	-
Local Government Investment Pool	70,592,726	70,592,726	-	-
State and/or Local Government Debt - Long Term	394,888	394,888	-	-
State and/or Local Government Debt - Short Term	3,499,268	3,499,268	-	-
Total debt securities	$ 159,124,106	$ 159,124,106	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - FL Prime	59,530,272			
LGIP - FL FIT	14,681,460			
LGIP - FLCLASS	5,143,216			
Total investments measured at the NAV	79,354,948			
Total investments measured at fair value	**$ 238,479,054**			

D. Interest Rate Risk

The County's investment policy sets limits for investment maturities to match known cash needs and anticipated cash flow requirements. Investments of current operating funds have maturities no longer than twelve (12) months. Core funds, investments of reserves, project funds, debt proceeds, and other non-operating funds have a term appropriate for the needs of the funds in accordance with debt covenants, with a maximum term of five (5) years, and the average duration of the funds as a whole may not exceed three (3) years.

The County utilizes "weighted average duration" as a measurement of interest rate risk; as of September 30, 2018, the investments had a weighted average duration of 1.65 years.

The County had $4,527,454 of securities with embedded options consisting of the option at the discretion of the issuer to call their obligation or pay a stated increase in the interest rate as follows:

CUSIP	Description	Maurity Date	Market Value	Call Schedule	Call Date
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	$ 982,054	Continuous	2/1/2021
594918BA1	Microsoft Corp (Callable) Notes	2/12/2022	488,182	Continuous	1/12/2022
458140BB5	Intel Corp (Callable) Notes	5/11/2022	972,708	Continuous	4/11/2022
68389XBB0	Oracle Corp (Callable) Notes	5/15/2022	973,303	Continuous	3/15/2022
911312BC9	United Parcel Service (Callable) Notes	6/15/2022	483,137	Continuous	4/16/2022
92826CAG7	Visa (Callable) Notes	9/15/2022	628,070	Continuous	8/15/2022
			$4,527,454		

The County's long term portfolio has no federal instrumentalities mortgage pass-through securities.

The Local Government Investment Pool Short-Term Bond Fund contains asset-backed securities rated AAA or AA+, and collateralized mortgage obligations.

E. Credit Risk

The County's investment policy permits the following investments, which are limited to credit quality ratings from nationally recognized rating agencies as described below:

- U.S. Government Treasury Securities, U.S. Government Agency, and Federal Instruments.
- Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).
- Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "A" by Moody's and a minimum long-term debt rating of "A" by Standard & Poor's.
- Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, if at the time of purchase, the short-term paper is rated, at a minimum "P-1" by Moody's Investors Services and "A-1" by Standard & Poor's.
- Agency Mortgage Backed Securities that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise; and asset backed securities with underlying collateral.
- State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

- Registered Investment Companies (Money Market Mutual Funds) rated "AAAm" by Standard & Poor's or the equivalent by another rating agency.

- Intergovernmental Investment Pool rated "AAAm, AAAf, S1" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2018, the majority of the County's investment securities in the amount of $159,124,106 were all individually rated AAA, AA+ or A by Standard & Poors Rating Services. The County's $59,530,272 investment in the Florida State Board of Administration's Local Government Surplus Funds Trust Fund (Florida Prime Investment Pool) was rated by Standard and Poors. The current rating as of September 30, 2018 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime/.

The County's $70,592,726 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Fitch. The current rating as of September 30, 2018 was AAAf, consisting of individually rated securities, primarily AAA rated. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,143,216 investment in Florida Cooperative Liquid Asset Securities System (FLCLASS) Local Government Investment Pool was rated by Standard and Poors. The current rating as of September 30, 2018 was AAAm. Additional information for FLCLASS can be found at https://www.flclass.com.

F. Custodial Credit Risk

The County's investment policy requires securities, with the exception of certificates of deposits, to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the County to be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

As of September 30, 2018, the County's securities portfolio was held with a third-party custodian as required by the County's investment policy.

G. Concentration of Credit Risk

The County's investment policy establishes asset allocation and issuer limits on the following investments to reduce concentration of credit risk of the County's investment portfolio:

	Asset Allocation Maximum	Individual Issuer Limit
United States Government Securities	100%	N/A
United States Government Agencies (1)	100%	40%
Federal Instruments (1)	50%	25%
Interest Bearing Time Deposit or Saving Account	50%	15%
Repurchase Agreements	20%	10%
Commercial Paper	25%	5%
Corporate Notes	25%	5%
Agency Mortgage-Backed Securities	25%	25%
Asset-Backed Securities	25%	5%
Bankers' Acceptances	10%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5%
Registered Investment Companies (Money Market Mutual Funds)	50%	25%
Intergovernmental Investment Pool (2)	75%	50%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives

NOTE 3 – CAPITAL ASSETS

A. Changes in Capital Assets

The following show the changes in capital assets of governmental activities:

	Primary Government			
Governmental Activities	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Not Being Depreciated:				
Land	$ 60,615,067	$ 3,904,958	$ (8,650)	$ 64,511,375
Construction In Progress	19,585,718	27,131,113	(12,452,823)	34,264,008
Total Capital Assets, Not Being Depreciated	80,200,785	31,036,071	(12,461,473)	98,775,383
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	233,745,208	2,029,133	-	235,774,341
Equipment	139,051,028	8,360,191	(2,926,174)	144,485,045
Intangible Computer Software	8,698,164	82,714	-	8,780,878
Infrastructure	825,604,696	41,746,654	(130,443)	867,220,907
Total Capital Assets Being Depreciated	1,207,099,096	52,218,692	(3,056,617)	1,256,261,171
Less Accumulated Depreciation For:				
Buildings and Improvements	(111,205,704)	(7,186,149)		(118,391,853)
Equipment	(114,168,134)	(8,206,395)	2,854,065	(119,520,464)
Intangible Computer Software	(6,010,752)	(620,040)	-	(6,630,792)
Infrastructure	(500,840,119)	(31,174,123)	25,715	(531,988,527)
Total Accumulated Depreciation	(732,224,709)	(47,186,707)	2,879,780	(776,531,636)
Total Capital Assets, Being Depreciated, Net	474,874,387	5,031,985	(176,837)	479,729,535
Governmental Activities Capital Assets, Net	$ 555,075,172	$ 36,068,056	$ (12,638,310)	$ 578,504,918

The following is a summary of governmental activities depreciation and amortization expense by function. As used in this section, the term depreciation includes amortization of intangible assets:

Depreciation Governmental Activities:	
General Government	$ 11,463,736
Public Safety	10,056,918
Physical Environment	1,572,467
Transportation	16,217,213
Economic Environment	981,900
Human Services	109,395
Culture/Recreation	6,438,037
Court Related	279,289
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	67,752
Total Depreciation Expense - Governmental Activities	$ 47,186,707

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	5,214,972	-	(246,260)	4,968,712
Total Capital Assets, Not Being Depreciated	11,008,241	-	(246,260)	10,761,981
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,292,723	48,427	-	37,341,150
Equipment	27,482,200	1,935,506	(1,855,487)	27,562,219
Intangible Computer Software	176,255	-	-	176,255
Infrastructure	45,177,511	4,479,531	-	49,657,042
Total Capital Assets Being Depreciated	110,128,689	6,463,464	(1,855,487)	114,736,666
Less Accumulated Depreciation For:				
Buildings and Improvements	(28,143,822)	(876,352)	-	(29,020,174)
Equipment	(18,531,186)	(1,636,808)	-	(20,167,994)
Intangible Computer Software	(176,255)	(2,499,312)	1,723,345	(952,222)
Infrastructure	(24,550,519)	-	-	(24,550,519)
Total Accumulated Depreciation	(71,401,782)	(5,012,472)	1,723,345	(74,690,909)
Total Capital Assets, Being Depreciated, Net	38,726,907	1,450,992	(132,142)	40,045,757
Total Business-Type Activities Capital Assets, Net	$ 49,735,148	$ 1,450,992	$ (378,402)	$ 50,807,738

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 3,009,641
Inspections Fund	34,754
Emergency Medical Service Fund	1,190,376
Bay Center Fund	777,701
Total Depreciation Expense - Business-type Activities	$ 5,012,472

B. Summaries of Capital Assets

The following summarizes capital assets found on the statement of net position for governmental activities and business-type activities:

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Capital Assets, Not Being Depreciated:			
Land	$ 64,511,375	$ 5,793,269	$ 70,304,644
Construction In Progress	34,264,008	4,968,712	39,232,720
Total Capital Assets, Not Being Depreciated:	98,775,383	10,761,981	109,537,364
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	235,774,341	37,341,150	273,115,491
Equipment	144,485,045	27,562,219	172,047,264
Intangible Computer Software	8,780,878	176,255	8,957,133
Infrastructure	867,220,907	49,657,042	916,877,949
Capital Assets, Being Depreciated:	1,256,261,171	114,736,666	1,370,997,837
Less: Accumulated Depreciation	(776,531,636)	(74,690,909)	(851,222,545)
Total Capital Assets, Being Depreciated, Net:	479,729,535	40,045,757	519,775,292
Total Capital Assets, Net	$ 578,504,918	$ 50,807,738	$ 629,312,656

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2018:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 278,515	$ 78,320
County Jail Facility	16,016,680	120,632,185
Environmental Projects	7,936,951	6,426,343
Road & Bridge Projects	24,188,757	24,720,908
Pensacola Beach Projects	2,381,827	1,420,135
Economic Development Projects	13,508,104	2,655,958
Parks Projects	396,236	133,456
Toll Facility Projects	606,340	3,423,652
Vehicles and Equipment	27,589	1,320,712
Transit	76,110	223,990
Community Redevelopment Projects	129,397	123,373
Disaster Recovery-Flood Projects	271,934	164,920
Total	$ 65,818,440	$ 161,323,952
Business Type Activities		
Solid Waste Landfill Projects	$ 4,559,391	$ 3,880,797
Public Safety Equipment	-	9,999
Total	$ 4,559,391	$ 3,890,796

D. Discretely Presented Component Units

Capital assets activity for the Santa Rosa Island Authority, a discretely presented component unit, for the year ended September 30, 2018, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2017**	**Increases**	**Decreases**	**Ending Balance 9/30/2018**
Capital Assets, Being Depreciated:				
Buildings	1,127,549	-	-	1,127,549
Improvements other than Buildings	10,807	-	-	10,807
Equipment	239,035	8,157	(10,483)	236,709
Total Capital Assets Being Depreciated	1,377,391	8,157	(10,483)	1,375,065
Less Accumulated Depreciation For:				
Capital Assets	(754,360)	(44,446)	10,483	(788,323)
Capital Assets, Net	$ 623,031	$ (36,289)	$ -	$ 586,742

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 44,446
Total Depreciation Expense - Component Unit	$ 44,446

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2018 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 2,245,530	$ 462,790
Major Special Revenue Funds:		
Mass Transit	-	2,000,000
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	234,153
Non-major Funds:		
Special Revenue Funds	188,189	571,894
Internal Service Fund	835,118	-
	$ 3,268,837	$ 3,268,837

	Advances Receivable from Other Funds	Advances Payable to Other Funds
Major Funds:		
Major Special Revenue Funds:		
Disaster Recovery Fund	$ -	$ 10,993,433
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	13,745,005	-
Non-major Funds:		
Special Revenue Funds	-	2,751,572
	$ 13,745,005	$ 13,745,005

Interfund receivables and payables resulted primarily from revenues accrued in certain funds that are transferred to other funds. Advances consist primarily of transactions between funds to finance operations, provide services, construction of assets and to service debt.

	Transfers In	Transfers Out
Major Funds:		
General Fund	$ 7,422,396	$ 13,330,053
Major Special Revenue Funds:		
Mass Transit Authority	-	23,837
CRA	17,500	-
Major Capital Project Fund:		
2017 Series Capital Project Fund	6,174,261	-
Mass Transit Authority - FTA Capital Fund	23,837	-
Local Option Sales Tax (LOST)	-	13,299,545
Major Enterprise Fund:		
Solid Waste Fund	-	381,297
Emergency Medical Service Fund	-	3,596,251
Non-major Funds:		
Special Revenue Funds	8,768,815	7,513,757
Debt Service Funds	14,442,290	-
Enterprise Funds	1,300,000	-
Internal Service Fund	-	4,359
	$ 38,149,099	$ 38,149,099

Transfers to or from other funds are based on budgetary requirements. Transfers are also used to move pledged revenue for debt service from the funds collecting the revenue to the debt service fund as required for bond coverage.

NOTE 5 – OTHER ASSETS

A summary of other assets as of September 30, 2018 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,431	$ 2,218,838	$ 2,231,269
City of Pensacola receivable	-	3,200,000	3,200,000
IHMC loan receivable	-	7,939,911	7,939,911
SRIA loan receivable	-	3,745,000	3,745,000
PDC lease receivable	3,237,456	-	3,237,456
	$ 3,249,887	$ 17,103,749	$ 20,353,636

A. PEDC Receivable

The County has an interlocal agreement with the Pensacola Economic Development Commission (PEDC) to fund the development of the Downtown Technology Park Infrastructure. The majority of the funding source is from Local Option Sales Tax. There is no time limitation on the repayment; however, net proceeds from the sale of each Downtown Technology Park lot will be applied to the outstanding balance.

B. City of Pensacola Receivable

The County has an interlocal agreement with the City of Pensacola relating to the funding of a capital construction project at the Pensacola International Airport to aid in the development and improvement of the local economy. Under this agreement, the County provided $3.2 million to the City to assist with this project and the funds are required to be repaid no later than December 31, 2019.

C. IHMC Note Receivable

On November 14, 2013, the County and the Florida Institute for Human and Machine Cognition, Inc., (IHMC) entered into an agreement whereby the County's LOST Fund committed to loan up to $12 million to IHMC for paying off existing indebtedness and expansion of facilities in downtown Pensacola. As of September 30, 2018 the cumulative amounts borrowed by IHMC totaled $11,994,700. The remaining available amount of $5,300 will be utilized to pay debt service. The loan bears interest at 3.14% and is payable to the County over a 15 year period under a payment plan whereby fixed payments are required based upon the assumption that all $12 million was drawn by IHMC at inception of the agreement. The principal balance owed at September 30, 2018 was $7,939,911. IHMC is committed to making the following payments to the County under the payment plan:

Year	
2019	$ 1,012,067
2020	1,011,736
2021	1,011,684
2022	1,011,878
2023	1,011,287
2023-2028	5,058,682
	$ 10,117,334

D. SRIA Note Receivable

On September 30, 2014, the County and the Santa Rosa Island Authority (SRIA) entered into an interlocal agreement with the County for the County to provide up to $8.5 million of financing for sand re-nourishment and restoration on Santa Rosa Island. During prior years SRIA borrowed the entire $8.5 million under this agreement at a variable interest rate. The loan is payable to the County over a 7 year period under a payment plan whereby fixed payments are required based on the assumption that all $8.5 million was drawn by SRIA at inception of the agreement. The principal balance owed at September 30, 2018 was $3,745,000. SRIA is committed to making the following payments to the County under the payment plan:

Year		
2019	$	1,230,000
2020		1,250,000
2021		1,265,000
	$	3,745,000

E. PDC Capital Lease Receivable

The County has a capital lease agreement with Pensacola Developmental Center (PDC) for 7.08 acres of property and buildings used as an intermediate care facility for the developmentally disabled. The lease provides for transfer of ownership of the buildings and property at the conclusion of the lease. Terms of the lease include monthly payments of principal and interest at 5% per annum. The lease expires June 30, 2036.

The remaining lease payments are a deferred inflow of resources of the General Fund. As of September 30, 2018 future lease payments totaling $3,237,456 consists of principal of $2,143,309, and interest of $1,094,147. In the government-wide financial statements, only the interest is reported as a deferred inflow.

The future capital lease receivable and the net present value of the minimum lease payments as of September 30, 2018, were as follows:

Capital Lease Receivable		
Balance 10/01/2017	$	2,216,539
Additions		-
Principal reductions		(73,230)
Balance 09/30/2018	$	2,143,309

Future Lease Payments		
2019	$	182,392
2020		182,392
2021		182,392
2022		182,392
2023		182,392
2024-2036		2,325,496
Total minimum lease payment		3,237,456
less: amount representing interest		(1,094,147)
Present value of minimum lease payments	$	2,143,309

NOTE 6 - LONG TERM LIABILITIES

A. Schedule of Changes in Long Term Liabilities

The County's outstanding long-term debt includes bonds payable, revenue notes payable, claims payable, compensated absences, other post employment benefits, net pension liability-proportionate share, claims and judgments, accrued landfill closure costs, and remediation costs.

The following is a schedule of changes in the County's long term liabilities for the fiscal year ended September 30, 2018:

	Balance 10/1/17	Additions	Reductions	Balance 9/30/2018	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 118,395,000	$ -	$ (2,850,000)	$ 115,545,000	$ 2,925,000
Revenue notes payable	55,658,000	-	(5,174,000)	50,484,000	5,293,000
Bonds/notes payable	174,053,000	-	(8,024,000)	166,029,000	8,218,000
Unamortized Bond Issue Premiums	10,593,411	-	(365,290)	$ 10,228,121	-
Total bonds/notes payable	184,646,411	-	(8,389,290)	176,257,121	8,218,000
Claims payable	9,785,464	1,854,869	(1,668,412)	9,971,921	3,168,831
Compensated absences	26,821,429	15,181,748	(14,950,852)	27,052,325	2,705,233
Net other post employment benefits	19,366,318	21,969	-	19,388,287	-
Net pension liability *	186,456,762	-	(2,564,764)	183,891,998	-
Pollution remediation obligation	155,000	25,000	-	180,000	120,000
Governmental activities long-term liabilities	$ 427,231,384	$ 17,083,586	$ (27,573,318)	$ 416,741,652	$ 14,212,064
Business-type Activities:					
Compensated absences	$ 1,264,029	$ 1,001,084	$ (903,622)	$ 1,361,491	$ 136,150
Net other post employment benefits	999,605	-	(73,528)	926,077	-
Net pension liability *	16,582,917	-	(247,284)	16,335,633	-
Landfill closure costs	15,705,217	777,851	-	16,483,068	74,693
Business-type activities Long-term liabilities	$ 34,551,768	$ 1,778,935	$ (1,224,434)	$ 35,106,269	$ 210,843

* presented net increases (decreases)

Compensated absences, other net post employment benefits, and net pension liability will be liquidated in future periods primarily by the General Fund.

B. Bonds and Notes Payable

The County has revenue bonds and revenue notes payable outstanding at year end. As of September 30, 2018, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2018:

	Purpose of Issue	Amount Issued	Amount Outstanding	Interest Rates	Final Maturity
Governmental Activities:					
Revenue Bonds:					
Capital Improvement Refunding Revenue Bond					
Series 2011	Refunding	$ 19,345,000	$ 13,955,000	3.780%	10/1/2031
Sales Tax Refunding Revenue Bond					
Series 2011	Refunding	29,535,000	24,030,000	3.719%	10/1/2031
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	77,560,000	2%-5%	10/1/2047
Total Revenue Bonds			115,545,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 36,900,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	1,270,000	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2013	Capital Project	12,000,000	8,569,000	3.816%	10/1/2028
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	3,745,000	1.390%	10/1/2021
Total Revenue Notes			50,484,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 166,029,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2018. The following table reports the revenues, sometimes net of related operating expenses, pledged for each debt issue, the amount of such revenues received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds and notes at September 30, 2018:

Governmental Activities	**Revenue Pledged**	**Current Year Total Revenue**	**Pledged Outstanding Principal & Interest**	**Estimated Revenue Percentage Pledged**	**Principal & Interest Paid**	**Maturity Calandar Year**
Revenue Bonds and Notes:						
Capital Improvement Refunding Revenue Bond Series 2011	Non-Ad valorem	$ 1,395,101	$ 17,873,172	99%	$ 1,395,173	2031
Sales Tax Refunding Revenue Bond Series 2011	Half Cent Sales Tax	25,920,787	30,664,089	9.1%	2,397,059	2031
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	25,920,787	154,724,500	20.6%	4,197,000	2047
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	25,920,787	45,692,385	12.6%	3,101,930	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	10,201,572	1,290,307	12.6%	1,289,279	2019
Capital Improvement Revenue Note Series 2013	Non-Ad valorem	1,058,730	10,450,813	99%	1,058,790	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,284,444	3,849,598	100%	1,283,944	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 264,544,864		$ 14,723,175	

D. Compensated Absences

Compensated absences are accrued in proprietary funds at year end. The County does not accrue compensated absences in governmental funds; however, compensated absences paid in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of compensated absences as of September 30, 2018:

	Balance 10/1/17	Additions	(Reductions)	Balance 9/30/18
Governmental Activities:				
Board of County Commissioners	$ 12,969,811	$ 7,636,071	$ (7,362,739)	$ 13,243,143
Clerk	628,895	195,287	(264,396)	559,786
Property Appraiser	388,650	335,540	(313,944)	410,246
Supervisor of Elections	183,470	83,565	(73,901)	193,134
Sheriff	11,173,699	5,973,014	(5,919,123)	11,227,590
Tax Collector	506,009	359,865	(409,867)	456,007
Internal Service Fund - BCC	283,078	154,228	(161,870)	275,436
Internal Service Fund - Clerk	687,817	444,178	(445,012)	686,983
	$ 26,821,429	$ 15,181,748	$ (14,950,852)	$ 27,052,325
Business-type Activities:				
Solid Waste Fund	$ 527,501	$ 224,246	$ (233,941)	$ 517,806
Inspection Fund	330,673	183,578	(159,914)	354,337
Emergency Medical Service Fund	405,855	593,260	(509,767)	489,348
	$ 1,264,029	$ 1,001,084	$ (903,622)	$ 1,361,491

E. Other Post Employment Benefits (OPEB)

Other Post Employment Benefits (OPEB) are accrued in proprietary funds at year end. The County does not accrue OPEB in governmental funds; however, these benefits in governmental funds are charged to the fund and function in which the employee was related and are reported as a liability on the governmental activities statement of net position. The following is a summary schedule of OPEB as of September 30, 2018:

	Balance 10/1/17	Additions	(Reductions)	Balance 9/30/18
Governmental Activities:				
Governmental Activities	$ 19,366,318	$ 21,969	$ -	$ 19,388,287
	$ 19,366,318	$ 21,969	$ -	$ 19,388,287
Business-type Activities:				
Solid Waste Fund	$ 206,111		$ (15,161)	$ 190,950
Emergency Medical Service Fund	638,167	-	(46,941)	591,226
Inspections Fund	155,327	-	(11,426)	143,901
	$ 999,605	$ -	$ (73,528)	$ 926,077

F. Net Pension Liability

The following is a summary schedule of the net pension liability as of September 30, 2018:

Net pension liability FRS

	Balance 10/1/17	Increase (Decrease)	Balance 9/30/18
Governmental Activities:			
Governmental Activities	$ 150,234,441	$ (1,865,003)	$ 148,369,438
	$ 150,234,441	$ (1,865,003)	$ 148,369,438
Business-type Activities:			
Solid Waste Fund	$ 1,554,216	$ (19,100)	$ 1,535,116
Inspections Fund	1,306,520	(15,334)	1,291,186
Emergency Medical Service Fund	10,580,394	(145,381)	10,435,013
	$ 13,441,130	$ (179,815)	$ 13,261,315
Total NPL FRS	**$ 163,675,571**	**$ (2,044,818)**	**$ 161,630,753**

Net pension liability HIS

	Balance 10/1/17	Increase (Decrease)	Balance 9/30/18
Governmental Activities:			
Governmental Activities	$ 36,222,321	$ (699,761)	$ 35,522,560
	$ 36,222,321	$ (699,761)	$ 35,522,560
Business-type Activities:			
Solid Waste Fund	$ 394,527	$ (7,168)	$ 387,359
Inspections Fund	303,879	(5,753)	298,126
Emergency Medical Fund	2,443,381	(54,548)	2,388,833
	$ 3,141,787	$ (67,469)	$ 3,074,318
Total NPL HIS	**$ 39,364,108**	**$ (767,230)**	**$ 38,596,878**

Governmental Activities:	$ 186,456,762	$ (2,564,764)	$ 183,891,998
Business-type Activities:	16,582,917	(247,284)	16,335,633
Total NPL	**$ 203,039,679**	**$ (2,812,048)**	**$ 200,227,631**

G. Debt Service Requirements

The following schedule shows debt service requirements to maturity for the County's bonds payable and notes payable:

Governmental Activities:

Fiscal Year	Revenue Bonds Payable		Revenue Notes Payable		Total
	Principal	Interest	Principal	Interest	
2019	2,925,000	5,108,169	5,293,000	1,454,414	14,780,583
2020	3,020,000	5,002,516	4,121,000	1,332,772	13,476,288
2021	3,115,000	4,888,169	4,220,000	1,223,248	13,446,417
2022	3,225,000	4,764,765	3,045,000	1,113,614	12,148,379
2023	3,340,000	4,636,867	3,130,000	1,018,753	12,125,620
2024-2028	18,485,000	21,101,458	17,080,000	3,575,130	60,241,588
2023-2033	16,805,000	17,287,366	13,595,000	1,081,172	48,768,538
2034-2038	18,465,000	13,523,250	-	-	31,988,250
2039-2043	23,155,000	8,828,750	-	-	31,983,750
2044-2047	23,010,000	2,575,451	-	-	25,585,451
Total	$ 115,545,000	$ 87,716,761	$ 50,484,000	$ 10,799,103	$ 264,544,864

The following schedule shows the minimum and maximum future principal installments.

Governmental Activities:	**Annual Principal Installment Amounts**				
Revenue Bonds:					
Capital Improvement Refunding Revenue Bond, Series 2011	$	885,000	to	$	1,280,000
Sales Tax Refunding Revenue Bond, Series 2011	$	1,530,000	to	$	2,205,000
Sales Tax Revenue Bond, Series 2017	$	510,000	to	$	6,180,000
Revenue Notes:					
Sales Tax Refunding Revenue Note, Series 2012	$	2,050,000	to	$	5,225,000
Tourist Development Refunding Revenue Note, Series 2012	$	1,270,000	to	$	1,270,000
Capital Improvement Revenue Note, Series 2013	$	743,000	to	$	981,000
Capital Improvement Revenue Note, Series 2014	$	1,230,000	to	$	1,265,000

H. Long-Term Debt – Bonds and Notes

The **Sales Tax Refunding Revenue Bond, Series 2011** in the aggregate amount of $29,535,000 was issued on October 21, 2011. The bonds have a fixed interest rate of 3.060% and a maturity date of October 1, 2031. The proceeds of this bond were used to advance refund a portion of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax.

The **Capital Improvement Refunding Revenue Bond, Series 2011** in the aggregate amount of $19,345,000 was issued on December 9, 2011. The Bonds have a fixed interest rate of 3.110% and a maturity date of October 1, 2031. The proceeds of the 2011 Bond were used to advance refund all of the outstanding Capital Improvement Revenue Bonds Series 2002. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues.

The **Sales Tax Refunding Revenue Note, Series 2012** in the aggregate amount of $48,040,000 was issued on August 1, 2012. The Note has a fixed interest rate of 2.820% and a maturity date of October 1, 2032. The proceeds of the 2012 Note refunded on a current basis the balance of the Sales Tax Revenue Refunding Bonds Series 2002. The Bond is secured by certain pledged revenues consisting primarily of amounts received by the County as proceeds of the local Government Half-Cent Sales Tax.

The **Tourist Development Refunding Revenue Note, Series 2012** in the aggregate amount of $8,406,000 was issued on November 19, 2012. The note has a fixed interest rate of 1.599% and a maturity date of October 1, 2019. The proceeds of this note advance refunded the Tourist Development Revenue Refunding Bond, Series 2002; authorized for the purpose of the acquisition, construction, reconstruction of certain transportation facilities and certain beach nourishment improvements. The Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem revenues, and certain pledged revenues consisting of amounts received by the County as proceeds of the local Tourist Development Tax.

The **Capital Improvement Revenue Note, Series 2013** in the amount of $12,000,000 was issued on November 14, 2013. The Note has a fixed interest rate of 3.140% and a maturity date of October 1, 2028. The proceeds were used to reimburse the LOST fund for acquisition and construction of certain transportation and drainage related capital improvements of the County. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Capital Improvement Revenue Note, Series 2014** in the amount of $8,500,000 was issued on September 30, 2014. The Note has a fixed interest rate of 1.390% and a maturity date of October 1, 2021. The proceeds of this note, in addition to matching funds approved by the State of Florida, were used to re-nourish 8.2 miles of Pensacola Beach located on Santa Rosa Island. The Note is secured by a covenant to budget and appropriate from legally available Non-Ad Valorem revenues.

The **Sales Tax Revenue Bond, Series 2017** for a par amount of $78,060,000 and a net premium of $10,682,424 was issued on June 22, 2017. The bonds have coupon rates ranging from 2% to 5%, with the yield ranging from .93% to 3.69% and a maturity date of October 1, 2047. The proceeds of this bond are reported in the 2017 Capital Projects fund and are being used for the construction of the new Jail Facility. The bond is secured by certain pledged revenues consisting of amounts received by the County as proceeds of the Local Government Half-Cent Sales Tax. As of September 30, 2018 there were unspent proceeds and net premium of $78,219,710.

I. Conduit Debt Obligations

Conduit debt obligations have been established in the County's name by private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans and leases. Neither the County, nor the State, nor any political subdivision thereof, is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of September 30, 2018, the outstanding conduit debt of Escambia County is $370,950,000.

J. Landfill Closure and Postclosure Care Liability

State and federal laws and regulations require the County to place a final cover on its landfill when closed and to perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. The cost of closure and postclosure care is allocated based on landfill capacity used to date and the type of waste being collected. The Beulah, Klondike, Mobile Highway, and Camp Five landfills are closed. Perdido Landfill is the only currently open landfill. Perdido Landfill design life is 66 years and future landfill cells will provide disposal capacity through 2055.

As of September 30, 2018, Perdido Landfill's Class I capacity is at 43.94%, leaving an estimated life of thirty seven (37) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2018, is $16,483,068. The remaining closure and postclosure costs to be recognized, based upon the current engineering estimates are $21,370,619, and will be recognized as the remaining estimated capacity is used. All amounts recognized are based on an estimate by the County's engineers of the cost to perform all closure and postclosure care as of September 30, 2018. Actual costs may be different due to inflation, deflation, changes in technology, or changes in laws and regulations. The landfill is in the process of expansion to add additional capacity and useful life.

The County is required by state and federal laws and regulations to establish escrow accounts for closure and postclosure costs of the landfill. The County has complied with these requirements by depositing required amounts into a landfill management escrow account. Any balance in the account is reported as a restricted asset on the statement of net position of the Solid Waste Enterprise Fund. The restricted escrow balance as of September 30, 2018 is $9,219,916.

Closure and Postclosure Care Liability:

	2018	2017
Current	$ 74,693	$ 78,066
Long-term	16,408,375	15,627,151
Total Liability	$ 16,483,068	$ 15,705,217

K. Pollution Remediation Obligation

The County has identified potential pollution sites within the County which may require remediation. The county tracks, but does not report a liability for sites which are part of the State of Florida Department of Environmental Protection (FDEP) cleanup program funded by the State. Information on these locations and on scoring of projects is located on the FDEP website at www.dep.state.fl.us./waste.

The former Escambia County Mosquito Control Facility pollution remediation expenditures were approximately $52,000 during fiscal year 2018. Revised estimates for projected costs through 2019 are $100,000.

Pollution remediation obligations are an estimate and subject to changes resulting from price increases or reductions, technology or changes in applicable laws or regulations. The government does not expect to recover any amounts for remediation cost from any other party. The total pollution remediation obligation reported at September 30, 2018 in the governmental activities statement of net position is estimated to be approximately $180,000.

NOTE 7 - RISK MANAGEMENT PROGRAM

The County maintains a risk management program whereby the County is responsible for specific workers' compensation, general property and casualty, and auto liability claims. The risk management program is additionally responsible for active employee and retiree medical, prescription drug, and dental plans. The Santa Rosa Island Authority and Escambia County Law Library Board are also covered through the County's risk management program. The following are the types of risks and coverage:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – The County is self-insured for liability. Limits, unless immunity is waived, are $200,000 per claim with a $300,000 aggregate limit pursuant to Florida's Sovereign Immunity Statute § 768.28. Property limits are $75 million for all Risks including flood and wind with a $25,000 deductible per occurrence.

Medical – The County offers medical and dental benefits to employees and retirees, under self-insured plans administered by Florida Blue and Delta Dental. Effective January 1, 2016 medical limits are self-insured for $250,000 annually per covered individual, with annual $1,000,000 aggregate stop loss coverage.

The County currently reports all of its risk management activities, including claims liabilities, in the Internal Service Fund. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities on workers compensation, casualty and property claims prior to June 9, 2008 include an amount for claims that have been incurred but not reported (IBNR). The claims liabilities totaling $9,971,921 reported in the Internal Service Fund at September 30, 2018 are actuarially determined based on historical and current information regarding the Fund. There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

Changes in the estimated liability for self-insured losses for the past two years are as follows:

Workers compensation, casualty & property:

	2018	2017
Unpaid claims, beginning	$ 8,680,464	$ 9,369,181
Claims incurred and changes in estimates	1,260,869	7,599,557
Less: claims paid	(1,668,412)	(8,288,274)
Unpaid claims, ending	$ 8,272,921	$ 8,680,464
Estimated claims due within one year	(1,469,831)	(1,627,972)
Estimated claims due longer than one year	$ 6,803,090	$ 7,052,492

Medical:

	2018	2017
Unpaid claims, beginning	$ 1,105,000	$ 897,000
Changes in estmates	594,000	208,000
Claims incurred	22,596,188	36,884,506
Less: claims paid	(22,596,188)	(36,884,506)
Unpaid claims, ending	$ 1,699,000	$ 1,105,000
Estimated claims due within one year	(1,699,000)	(1,105,000)
Estimated claims due longer than one year	$ -	$ -

NOTE 8 - RETIREMENT SYSTEM

The County participates in the Florida Retirement System (FRS) which is a cost sharing multiple employer contributory retirement system administered by the State of Florida (State). The FRS was established in 1970 by Chapter 121, Florida Statutes. In 2002 the FRS was amended to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. Chapter 112, Florida Statutes established the Retiree Health Insurance Subsidy (HIS) Program, a cost–sharing multiple employer defined benefit pension plan to assist retired members of any state-administered retirement system in paying the cost of health insurance.

The State of Florida Retirement System issues a publicly available stand-alone financial report (CAFR) which includes financial statements and required supplementary information. Also available are the pension systems actuarial reports to support the schedules of employer allocations and schedules of pension amounts by employer. These reports are available on the division's website at http://www.dms.myflorida.com/workforce_operations/retirement/publications.

The CAFR and actuarial reports may also be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000

850-488-5706 or toll free 877-377-1737

There are six classes of membership applicable to the County. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5 percent benefit reduction for each year prior to the normal retirement age.

- ***Regular Class, Senior Management Service Class, and Elected Officers' Class Members –*** For members initially enrolled in the FRS before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.

- ***Special Risk Class and Special Risk Administrative Support Class Members*** – For members initially enrolled in the FRS before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty- five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

- **The Deferred Retirement Option Program (DROP)** is available under the FRS Pension Plan when the member first reaches eligibility for normal retirement. The DROP allows a member to retire while continuing employment for up to 60 months.

FRS Membership and Plan Benefits - The FRS Pension Plan provides retirement and disability benefits, death benefits and survivor's benefits. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are established by State Statutes. Retirement benefits are based on a formula comprised of age, average compensation, length of FRS service, and membership class. Average compensation is computed as the average of an individual's five highest years of earnings for employees hired before July 1, 2011 or eight highest years of earnings for employees hired on or after July 1, 2011. The amount of benefit payments is also affected by the retirement income option chosen by the plan participant.

Pension plan participants may choose to receive benefit in retirement under one of four options which will include a 3% cost-of-living adjustment each July (adjustments are only applicable for FRS service earned prior to July 1, 2011).

If a pension plan participant leaves FRS-covered employment, the pension plan benefit is frozen until the employee returns to FRS-covered employment or begins receiving early or normal retirement benefit.

HIS Membership and Plan Benefits - The HIS membership is available to all members within the FRS and defined contribution Investment Plan. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to section 112.363 Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Contribution Requirements -The County is required to contribute at an actuarially determined rate; these rates are a percent of annual covered payroll. Employees are required to contribute 3% of their annual salary, while members participating in DROP are not required to make the 3% contribution. The County's contractually required contribution rate includes the HIS contribution, .06% administrative and educational fee and any applicable unfunded actuarial liability "UAL" rates. The HIS required contribution rate is 1.66% for both the 2018 and 2019 FRS plan years. This contribution when combined with the employee contribution is expected to finance the cost of the benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Descriptions and contribution rates in effect during the period ended September 30, 2018 and two preceding FRS fiscal years are as follows:

	7/1/18-9/30/18	7/1/17-6/30/17	7/1/16-6/30/16	7/1/15-6/30/16
Regular Class - Members not qualifying for other classes:	8.26%	7.92%	7.52%	7.26%
Senior Management:	24.06%	22.71%	21.77%	21.43%
Elected Officials Class:	48.70%	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP):	14.03%	13.26%	12.99%	12.88%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	24.50%	23.27%	22.57%	22.04%
Special Risk Administrative Support:	34.98%	34.63%	28.06%	32.95%

For the years ending September 30, 2018, 2017, 2016, the County contributed $19,300,469, $17,499,025, and $16,500,788 respectively, equal to 100% of the required contributions for each year.

The Florida Legislature has the authority for establishing or amending retirement legislation and related bills of significance to members of the Florida Retirement System (FRS). Passed bills are presented to the Governor and approved before they may be enacted into law.

Net pension liability, deferred outflows/inflows of resources and pension expense related to the County defined benefit pension plan

At September 30, 2018, the County reported a liability of $200,227,631 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1,

2018. The County's proportion of the net pension liability was based on the County's long-term share of contributions to the FRS relative to the contributions of all participating governments. At June 30, 2018, the County's change in proportion was decreased from its proportion measured as of June 30, 2017.

The following table presents the information on the County's proportionate share of the FRS and HIS:

	FRS	HIS	County Total
Proportionate Share of Net Pension Liability at June 30, 2018	$ 161,630,752	$ 38,596,879	$ 200,227,631
County's proportion at June 30, 2018	0.0053661	0.0036467	
County's proportion at June 30, 2017	0.0055334	0.0036815	
Change in proportion during current year	-0.0001673	-0.0000348	

For the fiscal year ended September 30, 2018, the County recognized pension expense of $13,479,141.

At September 30, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS		County Total
	Deferred Outflow	Deferred Inflow	Deferred Outflow	Deferred Inflow	Deferred Outflow (Deferred Inflow)
Differences between expected and actual experience	$ 13,692,554	$ 496,975	$ 590,901	$ 65,575	$ 13,720,905
Changes in assumptions	52,813,069	-	4,292,450	4,080,785	53,024,734
Net difference between projected and actual earnings on pension plan investments	-	12,487,946	23,298	-	(12,464,648)
Changes in proportion and differences between County contributions and proportionate share of contributions	10,682,742	8,500,805	3,519,429	2,508,880	3,192,486
County contributions subsequent to the measurement date	3,908,162	-	473,257	-	4,381,419
	$ 81,096,527	$ 21,485,726	$ 8,899,335	$ 6,655,240	$ 61,854,896

The $4,381,419 reported as deferred outflows related to pensions resulting from the County's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2019. The significant change in assumption was the decrease in the discount rate. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Reporting year Ending Sept 30,	FRS	HIS	County Total Deferred Outflow (Deferred Inflow)
2019	$ (21,581,546)	$ (1,236,787)	$ (22,818,333)
2020	(14,728,508)	(1,232,212)	(15,960,720)
2021	(2,053,586)	(863,248)	(2,916,834)
2022	(9,807,258)	(193,890)	(10,001,148)
2033	(6,557,711)	1,203,525	(5,354,186)
Thereafter	(974,030)	551,774	(422,256)
TOTALS	$ (55,702,639)	$ (1,770,838)	$ (57,473,477)

The total FRS pension liability as of the actuarial valuation date of July 1, 2018 was determined based on the discount rate using the following actuarial assumptions, applied to all periods included in the measurement. The total pension liability is calculated using the Individual Entry Age Normal cost allocation method, which differs from the Ultimate Entry Age Normal cost allocation method used in the funding valuation for the system.

FRS actuarial methods and assumptions are:

Valuation Date	7/1/2018
Measurement Date	6/30/2018
Actuarial cost allocation method	Individual Entry Age Normal
Amortization method	Level Percentage of Pay, Closed
Equivalent single amortization period	30 years
Asset valuation method	Fair market value
Actuarial Assumptions:	
Discount rate	7.00%
Long-term expected rate of return, net of investment expense, including inflation	7.00%
Municipal bond rate	N/A
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

HIS actuarial methods and assumptions are:

Valuation Date	7/1/2018
Measurement Date	6/30/2018
Actuarial Assumptions:	
Discount rate	3.87%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.87%
Inflation	2.60%
Salary increases including inflation	3.25%

Mortality rates were based on the Generational RP-2000 with projection scale BB.

The actuarial assumptions that determined the total pension liability as of June 30, 2018 were based on the results of an actuarial experience study for the period of July 1, 2008 – June 30, 2013.

The discount rate used for calculating the total FRS pension liability was 7.0%, The FRS plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

The long term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of returns for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	2.9%	2.9%	1.8%
Fixed income	18%	4.4%	4.3%	4.0%
Global equity	54%	7.6%	6.3%	17.0%
Real estate	11%	6.6%	6.0%	11.3%
Private equity	10%	10.7%	7.8%	26.5%
Strategic investments	6%	6.0%	5.7%	8.6%
	100.0%			
Assumed Inflation - Mean			2.6%	1.9%

(1) As outlined in the Plan's investment policy

Sensitivity of the County's proportionate share of the pension liability to changes in the discount rate is calculated using the discount rate for the respective plans, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

FRS Net Pension Liability (Asset)		
1% decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
$ 294,982,901	$ 161,630,752	$ 50,873,908

HIS Net Pension Liability (Asset)		
1% decrease 2.87%	Current Discount Rate 3.87%	1% Increase 4.87%
$ 43,959,583	$ 38,596,879	$ 34,126,754

Detailed information about the pension plan's fiduciary net position is available in the separately issued FRS financial report.

NOTE 9 - POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

Other postemployment benefits are provided by the County in the form of life and health insurance for pre-Medicare eligible retirees at the same rate as active participants. In health insurance plans where a government's retirees and current employees are insured together as a group, the premiums paid by the retirees may be lower than they would have been if the retirees were insured separately. This is called an *implicit rate subsidy*. Under this single-employer OPEB plan, benefit provisions are essentially the same for the Board of County Commissioners and all of the other Constitutional Officers, except for the Sheriff, who maintains a separate health insurance contract and therefore has different costs associated with the premium payments on behalf of the Sheriff's employees.

A stand-alone financial report is not prepared for the OPEB plan.

The County has the authority to establish and amend the OPEB funding policy, and is not required by law or other contractual agreement to provide funding for the implicit rate subsidy other than the pay-as-you-go amount necessary to provide current benefits for participants in its health insurance plan. Post-employment benefits are extended to retirees and continued at the discretion of the Employer, which reserves the right (subject to State Statutes and any collective bargaining agreements) to change or terminate benefits and to change premium contributions required from retirees in the future. There is no

separate trust through which benefits for retirees are funded. No assets are currently accumulated or earmarked for this purpose. All approved benefits are paid from the Employer's general assets when due.

The County is required to recognize the net OPEB liability and the OPEB expense on their financial statements, along with the related deferred outflows and inflows of resources. The net OPEB liability is the difference between the total OPEB liability and the plan's fiduciary net position.

The following table provides a summary of the number of participants covered by the benefit terms as of the September 30, 2017 measurement date:

Active plan members	2,272
Inactive plan members or beneficiaries currently receiving benefits	1,473
Inactive plan members entitled to but not yet receiving benefits	0
Total plan members	3,745

Total OPEB Liability and Changes in OPEB Liability

The County's total OPEB liability of $20,314,364 was measured as of September 30, 2017 and was determined by an actuarial valuation as of that date.

The total OPEB liability in the September 30, 2017 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date:	September 30, 2017
Measurement Date:	September 30, 2017
Methods and Assumptions:	
Actuarial cost method	Individual Entry Age Normal
Inflation	2.50%
Discount Rate	3.50%
Salary Increases	Salary increase rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System; 3.7%-7.8%, including inflation.
Retirement Age	Retriement rates used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Mortality	Mortality tables used in the July 1, 2016 actuarial valuation of the Florida Retirement System. They are based on the results of a statewide experience study covering the period 2008 through 2013.
Healthcare Cost Trend Rates	Based on the Getzen Model, with trend starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .40% increase for excise tax.
Aging factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death".
Expenses	Administrative expenses are included in the per capita health costs.
Other information	Changes in assumptions and other inputs include the change in the discount rate from 3.10% as of the beginning of the measurement period to 3.50% as of September 30, 2017. This change is reflected in the Schedule of Changes in Total OPEB Liablity. There were no benefit changes during the year.

The discount rate Long-Term Municipal Bond Rate was based on the Fidelity General Obligation AA index rate as of September 29, 2017, the most recent date available on or before the measurement date. This is the rate for Fixed Income Market Yield Curve for Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity's 20-year Municipal GO AA Index.

Mortality rates were based pm the RP-2000 Combined Healthy Participant Mortality Table for active members and the RP-2000 Mortality Table for Annuitants for non-disabled inactive members, with mortality improvement projected to all future years from the year 2000 under Projection Scale BB.

There were no changes in benefit terms during the year.

Changes of assumptions and other inputs reflect a change in the discount rate from 3.1% in 2017 to 3.5% in 2018.

The following table shows the Changes the County's Total OPEB liability:

	Total OPEB Liability
Balance at 9/30/2017	$ 20,365,923
Changes for the Year:	
Service Cost	984,332
Interest on Total OPEB liability	647,293
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(743,489)
Benefit payments	(939,695)
Net changes	(51,559)
Balance at 9/30/2018	$ 20,314,364

The County recognized OPEB expense of $1,526,293 during the fiscal year. GASB statement No. 75 states the employer contributions made to the OPEB plan subsequent to the measurement date and before the end of the employer's reporting period should be reported as a deferred outflow of resources.

Differences between expected and actual experience and changes in assumptions are recognized in OPEB expense using a systematic and rational method over a closed period equal to the average of the expected remaining service lives of all employees that are provided with OPEB through the OPEB plan (active employees and inactive employees) determined as of the beginning of the measurement period. At the beginning of the current measurements period, the average of the expected remaining service lives for purposes of recognizing the applicable deferred outflows and inflows of resources established in the current measurement period is 7.5 years, with 6.5 years for Sheriff Employees.

The following table shows the County's total OPEB expense:

	Total
Service cost	$ 984,332
Interest	647,293
Recognition of Outflow/(Inflow) of Resources due to Liabilities	(105,332)
Total OPEB Expense	**1,526,293**

Sensitivity of the total OPEB liability to changes in the discount rate is calculated using the discount rate for the plan. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower, or 1 percentage point higher than the current discount rate:

	1% decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
Total OPEB liability	$ 22,239,269	$ 20,314,364	$ 18,604,534

Sensitivity of the total OPEB liability to changes in the healthcare cost rates is calculated using the assumed trend rates. The following represents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower, or 1 percentage point higher than the current healthcare cost trend rates.

	1% decrease (6.5% decreasing to 3.24%)	Current Healthcare Cost Trend Rate (7.5% decreasing to 4.24%)	1% Increase (8.5% decreasing to 5.24%)
Total OPEB liability	$ 18,893,649	$ 20,314,364	$ 21,997,909

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflow	Deferred Inflow	County Total Deferred Outflow (Deferred Inflow)
Changes in assumptions and other inputs		$ 638,157	$ (638,157)
Estimated benefits paid after the measurement date	1,072,304	-	1,072,304
	$ 1,072,304	$ 638,157	$ 434,147

Amounts reported as deferred outflows related to OPEB resulting from the County's benefits paid after the measurement date will be recognized as a reduction of the net OPEB liability in the year ended September 30, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Reporting year Ending Sept 30,	County Total Deferred Outflow (Deferred Inflow)
2019	$ (105,332)
2020	$ (105,332)
2021	$ (105,332)
2022	$ (105,332)
2023	$ (105,332)
Thereafter	$ (111,497)
TOTALS	$ (638,157)

NOTE 10 – NET POSITION RESTRICTED FOR OTHER PURPOSES

Net position restricted for other purposes in the governmental-wide statement of net position at September 30, 2018 are as follows:

Court-Related	$ 3,680,293
Culture & Recreation	3,555,141
Health	43,616
Resource Conservation	973,359
Records Modernization	2,467,132
Tourism	4,368,890
	$ 15,088,431

NOTE 11 – TAX ABATEMENTS

Escambia County enters into property tax abatement agreements with local businesses under Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153, Escambia County Code of Ordinances. Escambia County is authorized to grant economic development ad valorem tax exemptions (EDATE) for new and expanding business established in the County meeting certain statutory requirements.

The County may grant an ad valorem tax exemption to eligible new businesses, or improvements to real property which additions are made to facilitate the expansion of an existing business for up to 100% of the assessed value of all improvements to real property made by or for the use of the new or expanded business and tangible personal property of such business for up to 10 years. There are no provisions for recapturing the abated taxes.

For fiscal year ended September 30, 2018, Escambia County abated property taxes totaling $1,834,972 under this program including the following tax abatement agreements that each exceeded $100,000 of the total amount abated:

- A 100% property tax abatement to a provider of financial services for business expansion, which includes construction of office buildings, multi-level parking deck and central energy plant. The abatement amounted to $931,915.

- A 100% property tax abatement to a new light weight containerboard manufacturer for machinery and equipment. The abatement amounted to $545,493.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $171,805
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $106,442.
- There are several smaller value EDATE agreements for new and expanded businesses which range from a 23% to 100% property tax abatement. These cumulative abatements amounted to $79,318.

NOTE 12 – COMMITMENTS AND CONTINGENCY

A. Litigation

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of operations. Claims covered by the risk management self-insurance program are reviewed and losses are accrued as required in the judgment of management. The County is a defendant in various lawsuits. In the opinion of management, based on the advice of legal counsel, the ultimate disposition of lawsuits and claims will not have a material adverse effect on the financial position of the County.

B. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. If expenditures are disallowed as a result of these audits, the claim for reimbursement to the grantor agency would become a liability of the County. In the opinion of management, any such adjustments would not be significant, and therefore do not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2018 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $9,545,636. The deficit is due to expenditures due to the April 2014 flood event, and expenditures that were unreimbursed through grant funding.

NOTE 13 – CHANGE IN ACCOUNTING PRINCIPLE

As discussed earlier, Escambia County adopted GASB Statement No. 75 for Fiscal Year 2018. The implementation of this statement resulted in a restatement (reduction) of beginning net position of approximately $9.1 million in order to record the OPEB liability, related deferred inflows and outflows, and deferred outflows for estimated benefits paid after the measurement date.

	Governmental Activities		Business-type Activities			
	Governmental Activities	Internal Service Fund	Solid Waste Fund	Inspection Fund	Bay Center Fund	Emergency Management Fund
Beginning Net Position, Originally Reported	$ 522,893,480	$ 3,875,074	$56,360,572	$1,969,614	$5,022,050	$ 11,977,338
Change in Accounting from GASB 75 OPEB	(8,714,024)	(34,439)	(73,529)	(55,412)	-	(227,662)
Beginning Net Position, As adjusted	$ 514,179,456	$ 3,840,635	$56,287,043	$1,914,202	$5,022,050	$ 11,749,676

NOTE 14 – SUBSEQUENT EVENTS

On November 28, 2018, the County issued The **Capital Improvement Refunding Revenue Bond, Series 2018** in the aggregate amount of $41,545,000. The Bonds have a fixed interest rate of 5% with yields ranging from 1.98% to 3.25%. Maturity dates are annual from October 1, 2019 through October 1, 2031. The bonds were issued for the purpose of providing funds, together with other available monies, to refund on a current basis the County's Capital Improvement Refunding Revenue Bond, Series 2011, the Sales Tax Refunding Revenue Bond, Series 2011, and, the Capital Improvement Revenue Note, Series 2013 and pay costs of issuance of the bonds. These refunded obligations were authorized to finance the cost of certain capital improvement projects of the County, and were retired in full on the date of issuance of the Bonds. The bond are payable from and secured by a pledge of and a lien on the Pledged funds, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund.

Updates to Historical Non-Ad Valorem Revenues and compliance with Anti-Dilution test can be found in the Statistical Section of this Document.

The following table sets forth the total debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion of or a covenant to budget and appropriate Non-Ad Valorem revenues:

	Capital Improvement Revenue Refunding Bond, Series 2018				
Year	Principal	Interest	Total Debt Service	Outstanding Other Non-Ad Valorem Debt Service (1)	Total Non-Ad Valorem Debt Service
10/1/19 - 10/1/2047	41,545,000	14,729,102	56,274,102	204,266,483	260,540,585

(1) Includes debt service on the County's Sales Tax Refunding Revenue Note, Series 2012, Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Revenue Note, Series 2014.

Detail of the debt service requirements can be found in the Official statement dated November 16, 2018.

The County has evaluated events and transactions that occurred between September 30, 2018, and February 20, 2019, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. No other subsequent events have been recognized or disclosed.


ESCAMBIA COUNTY
FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of changes in the County's total OPEB liability and related ratios

Retirement System Benefits:

- Schedule of the County's proportionate share of the net pension liability
- Schedule of the County's contributions

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE COUNTY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years*

Total OPEB liability	**2018**
Service cost	$ 984,332
Interest	647,293
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(743,489)
Benefit payments	(939,695)
Net change in total OPEB liability	**(51,559)**
Total OPEB liability - Beginning	20,365,923
Total OPEB liability - Ending	**$ 20,314,364**
Covered-Employee payroll	$ 116,565,931
Total OPEB liability as a percentage of covered-Employee Payroll	17.43%

*This Schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Last 10 Fiscal Years*

Florida Retirement System (FRS)	2018	2017	2016
County's proportion of the net pension liability (asset)	0.53661345%	0.55334444%	0.539069213%
County's proportion of the net pension liability (asset)	$ 161,630,752	$ 163,675,571	$ 136,115,399
County's covered payroll	$ 91,955,109	$ 90,995,678	$ 86,066,707
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	175.77%	179.87%	158.15%
FRS plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%

Health Insurance Subsidy (HIS)	2018	2017	2016
County's proportion of the net pension liability (asset)	0.368148238%	0.368148238%	0.360521192%
County's proportion of the net pension liability (asset)	$ 38,596,879	$ 39,364,108	$ 42,017,251
County's covered payroll	$ 118,692,154	$ 115,857,560	$ 111,319,337
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	32.52%	33.98%	37.74%
FRS plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%

* The amounts presented for each fiscal year were determined as of June 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2015	2014
0.491069200%	0.478135639%
$ 63,428,173	$ 29,173,305
$ 82,216,864	$ 83,923,116
77.15%	34.76%
92.00%	96.09%

2015	2014
0.352411204%	0.341734437%
$ 35,940,399	$ 31,953,004
$ 100,474,785	$ 96,394,207
35.77%	33.15%
0.50%	0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2018**	**2017**	**2016**
Contractually required contribution	$ 15,293,052	$ 14,404,918	$ 13,146,062
Contributions in relation to the contractually required contribution	(15,293,052)	(14,404,918)	(13,146,062)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 93,514,918	$ 89,221,118	$ 87,227,854
Contributions as a percentage of covered payroll	16.35%	16.15%	15.07%

Health Insurance Subsidy (HIS)	**2018**	**2017**	**2016**
Contractually required contribution	$ 1,977,604	$ 1,948,347	$ 1,847,901
Contributions in relation to the contractually required contribution	(1,977,604)	(1,948,347)	(1,847,901)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 119,132,771	$ 117,370,301	$ 103,777,681
Contributions as a percentage of covered payroll	1.66%	1.66%	1.78%

* The amounts presented for each fiscal year were determined as of September 30.

This schedule is presented to illustrate the requirement to show information for 10 years. However until a full 10-year trend is compiled, governments should present information for those years which information is available.

Continued on next page

2015	2014
$ 11,972,684	$ 10,473,200
(11,972,684)	$ (10,473,200)
$ -	$ -
$ 87,179,508	$ 86,379,678
13.73%	12.12%

2015	2014
$ 1,347,135	$ 1,170,667
(1,347,135)	$ (1,170,667)
$ -	$ -
$ 103,414,127	$ 97,555,583
1.30%	1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2018:

PENSION RELATED NOTES TO SCHEDULE:

FRS: There were no changes in actuarial assumptions. The inflation rate assumption remained at 2.60%. Payroll growth, including inflation remained at 3.25%. The long-term expected rate of return decreased from 7.1% to 7.0%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was increased from 3.58% to 3.87%.

OPEB RELATED NOTES TO SCHEDULE:

Changes of Benefit Terms. There were no benefit changes during the year.

Changes in Assumptions . Changes in assumptions and other inputs include the change in the discount rate from 3.10% to 3.50% as of September 30, 2017. The following are the discount rates used in each period:

2018	3.50%
2017	3.10%

Healthcare Cost Trend Rates . Based on the Getzen Model, with trending starting at 7.00% and gradually decreasing to an ultimate trend rate of 4.24% plus .04% increase for excise tax.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 50,143,051	$ 11,061,535	$ (39,081,516)
Investment Income	500,000	1,092,164	592,164
Total Revenues	50,643,051	12,153,699	(38,489,352)
EXPENDITURES			
Current:			
Public Safety	1,487,962	31,520	1,456,442
Capital Outlay	136,470,029	13,449,652	123,020,377
Total Expenditures	137,957,991	13,481,172	124,476,819
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,314,940)	(1,327,473)	85,987,467
OTHER FINANCING SOURCES (USES)			
Transfers In	6,174,261	6,174,261	-
Total Other Financing Sources and (Uses)	6,174,261	6,174,261	-
Net Change in Fund Balance	(81,140,679)	4,846,788	85,987,467
Fund Balance - Beginning	81,140,679	80,857,029	(283,650)
Fund Balance - Ending	$ -	$ 85,703,817	$ 85,703,817

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT AUTHORITY - FTA CAPITAL FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,832,564	$ 710,360	$ (3,122,204)
Investment Income	-	1,875	1,875
Total Revenues	3,832,564	712,235	(3,120,329)
EXPENDITURES			
Current:			
Transportation	814,623	275,502	539,121
Capital Outlay	3,041,781	458,840	2,582,941
Total Expenditures	3,856,404	734,342	3,122,062
Excess (Deficiency) of Revenues Over (Under) Expenditures	(23,840)	(22,107)	1,733
OTHER FINANCING SOURCES (USES)			
Transfers In	23,840	23,837	(3)
Total Other Financing Sources and (Uses)	23,840	23,837	(3)
Net Change in Fund Balance	-	1,730	1,730
Fund Balance - Beginning	-	320,881	320,881
Fund Balance - Ending	$ -	$ 322,611	$ 322,611

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2018

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 38,424,979	$ 46,083,486	$ 7,658,507
Intergovernmental Revenues	20,005,051	7,971,706	(12,033,345)
Charges for Services	199,500	182,632	(16,868)
Investment Income	-	907,227	907,227
Miscellaneous Revenues	109,580	99,154	(10,426)
Total Revenues	58,739,110	55,244,205	(3,494,905)
EXPENDITURES			
Current:			
General Government	4,045,138	809,946	3,235,192
Physical Environment	2,900	2,900	-
Transportation	1,418,447	1,301,576	116,871
Economic Environment	1,005,000	1,005,000	-
Human Services	175,291	124,290	51,001
Culture/Recreation	1,744,262	1,409,210	335,052
Capital Outlay	137,714,123	46,294,967	91,419,156
Total Expenditures	146,105,161	50,947,889	95,157,272
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,366,051)	4,296,316	91,662,367
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(19,719,878)	(13,299,545)	6,420,333
Total Other Financing Sources and (Uses)	(19,719,878)	(13,299,545)	6,420,333
Net Change in Fund Balance	(107,085,929)	(9,003,229)	98,082,700
Fund Balance - Beginning	107,085,929	124,791,418	17,705,489
Fund Balance - Ending	$ -	$ 115,788,189	$ 115,788,189

GOVERNMENTAL FUNDS

GENERAL FUND

The *General Fund* is the government's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund includes the Board of County Commissioners, Clerk of Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector:

Board of County Commissioners
This fund is the primary operating fund of Escambia County. It is used to account for all financial resources of the general government except those required to be accounted for in other funds.

Clerk of the Circuit Court and Comptroller
This fund reflects the activities of the Office of the Clerk of Circuit Court. Services provided are in accordance with provisions of the Florida Statutes related primarily to the county and circuit court systems, recording operations, and various other services.

Property Appraiser
This fund reflects the operations of the Office of the Property Appraiser who provides independent appraisals of tangible and personal property for all taxing authorities within the County.

Sheriff
This fund reflects the operations of the Office of the Sheriff. Services provided are for all the law enforcement activities within the County.

Supervisor of Elections
This fund reflects the operations of the Office of the Supervisor of Elections in the performance of its duties in accordance with Florida Statutes.

Tax Collector
This fund reflects the operations of the Office of the Tax Collector who collects and remits ad valorem taxes, licenses, and other revenues, to the related taxing authorities.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY
September 30, 2018

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 24,446,990	$ 3,508,411	$ 323,588
Investments	22,314,502	-	-
Accounts Receivable	1,287,190	379	-
Accrued Interest Receivable	769,933	-	-
Due from Other Funds	3,366,663	-	-
Due from Other Governments	3,242,583	-	-
Inventories	455,647	-	-
Other Assets	3,249,887	-	-
Total Assets	$ 59,133,395	$ 3,508,790	$ 323,588
LIABILITIES			
Accounts Payable	$ 1,349,382	$ 253,381	$ 11,523
Contracts Payable	1,631	30,085	-
Accrued Liabilities	3,579,105	338,899	161,583
Due to Other Funds	11,377	1,026,562	150,219
Due to Other Governments	439,403	1,755,181	263
Deposits	215,546	-	-
Unearned Revenue	-	44,393	-
Other Current Liabilities	386,279	60,289	-
Total Liabilities	5,982,723	3,508,790	323,588
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,237,456	-	-
Total Deferred Inflow of Resources	3,237,456	-	-
FUND BALANCES			
Nonspendable:			
Inventories	455,647	-	-
Assigned to:			
Subsequent Year's Budget	15,267,834	-	-
Unassigned	34,189,735	-	-
Total Fund Balances	49,913,216	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,133,395	$ 3,508,790	$ 323,588

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 2,786,431	$ -	$ 1,037,494	$ -	$ 32,102,914
	-	-	-	22,314,502
-	-	-	-	1,287,569
-	-	-	-	769,933
245,530	-	-	(1,366,663)	2,245,530
-	85,050	-	-	3,327,633
297,942	-	-	-	753,589
-	-	-	-	3,249,887
$ 3,329,903	$ 85,050	$ 1,037,494	$ (1,366,663)	$ 66,051,557
$ 456,097	$ 48,338	$ 222,014	$ -	$ 2,340,735
-	-	-	-	31,716
2,427,994	34,817	191,465	-	6,733,863
147,870	-	493,425	(1,366,663)	462,790
-	1,895	1,254	-	2,197,996
-	-	-	-	215,546
-	-	129,336	-	173,729
-	-	-	-	446,568
3,031,961	85,050	1,037,494	(1,366,663)	12,602,943
-	-	-	-	3,237,456
-	-	-	-	3,237,456
297,942	-	-	-	753,589
-	-	-	-	15,267,834
-	-	-	-	34,189,735
297,942	-	-	-	50,211,158
$ 3,329,903	$ 85,050	$ 1,037,494	$ (1,366,663)	$ 66,051,557

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2018

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 111,760,143	$ -	$ -
Franchise Fees	13,467,002	-	-
Special Assessments	885,584	-	-
Intergovernmental Revenues	35,555,649	302,540	-
Charges for Services	2,057,743	5,891,242	15,548
Judgments and Fines	76,614	1,545,435	-
Investment Income	564,753	335,907	-
Miscellaneous Revenues	5,757,997	367,098	3,529
Total Revenues	170,125,485	8,442,222	19,077
EXPENDITURES			
Current:			
General Government	36,169,149	3,924,801	5,775,761
Public Safety	45,046,509	-	-
Physical Environment	1,524,026	-	-
Transportation	2,555,789	-	-
Human Services	2,578,329	-	-
Culture/Recreation	1,353,460	-	-
Court-Related	-	6,681,145	-
Total Expenditures	89,227,262	10,605,946	5,775,761
Excess (Deficiency) of Revenues Over (Under) Expenditures	80,898,223	(2,163,724)	(5,756,684)
OTHER FINANCING SOURCES (USES)			
Transfers In	9,256,191	2,834,814	5,906,903
Transfers (Out)	(87,112,651)	(671,090)	(150,219)
Total Other Financing Sources and (Uses)	(77,856,460)	2,163,724	5,756,684
Net Change in Fund Balances	3,041,763	-	-
Fund Balances - Beginning	46,871,453	-	-
Fund Balances - Ending	$ 49,913,216	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 111,760,143
-	-	-	-	13,467,002
-	-	-	-	885,584
-	12,304	-	-	35,870,493
-	3,439	3,554,703	-	11,522,675
-	-	-	-	1,622,049
-	-	-	-	900,660
-	-	114,074	(3,259,281)	2,983,417
-	15,743	3,668,777	(3,259,281)	179,012,023
-	1,824,328	7,604,107	(3,259,281)	52,038,865
58,255,410	-	-	-	103,301,919
-	-	-	-	1,524,026
-	-	-	-	2,555,789
-	-	-	-	2,578,329
-	-	-	-	1,353,460
-	-	-	-	6,681,145
58,255,410	1,824,328	7,604,107	(3,259,281)	170,033,533
(58,255,410)	(1,808,585)	(3,935,330)	-	8,978,490
58,807,092	1,813,482	4,428,755	(75,624,841)	7,422,396
(522,612)	(4,897)	(493,425)	75,624,841	(13,330,053)
58,284,480	1,808,585	3,935,330	-	(5,907,657)
29,070	-	-	-	3,070,833
268,872	-	-	-	47,140,325
$ 297,942	$ -	$ -	$ -	$ 50,211,158

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2018

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 111,516,682	$ 111,516,682	$ 111,760,143
Franchise Fees	12,160,428	12,160,428	13,467,002
Special Assessments	854,766	854,766	885,584
Intergovernmental Revenues	28,861,806	28,869,884	35,555,649
Charges for Services	1,824,043	1,831,123	2,057,743
Judgments and Fines	-	-	76,614
Investment Income	-	-	564,753
Miscellaneous Revenues	4,717,349	5,696,137	5,757,997
Total Revenues	159,935,074	160,929,020	170,125,485
EXPENDITURES			
Current:			
General Government	65,993,423	69,680,401	36,169,149
Public Safety	46,724,504	47,162,742	45,046,509
Physical Environment	1,423,290	1,634,608	1,524,026
Transportation	2,588,309	2,636,517	2,555,789
Human Services	3,324,331	3,699,658	2,578,329
Culture/Recreation	1,419,364	1,432,761	1,353,460
Court-Related	-	-	-
Total Expenditures	121,473,221	126,246,687	89,227,262
Excess (Deficiency) of Revenues Over (Under) Expenditures	38,461,853	34,682,333	80,898,223
OTHER FINANCING SOURCES (USES)			
Transfers In	6,038,698	7,418,038	9,256,191
Transfers (Out)	(86,640,481)	(88,534,467)	(87,112,651)
Total Other Financing Sources and (Uses)	(80,601,783)	(81,116,429)	(77,856,460)
Net Change in Fund Balances	(42,139,930)	(46,434,096)	3,041,763
Fund Balances - Beginning	42,139,930	46,434,096	46,871,453
Fund Balances - Ending	$ -	$ -	$ 49,913,216

Continued

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
278,645	278,645	302,540	-	-	-
5,422,524	5,422,524	5,891,242	13,804	13,804	15,548
1,515,000	1,515,000	1,545,435	-	-	-
180,130	180,130	335,907	-	-	-
402,400	402,400	367,098	-	-	3,529
7,798,699	7,798,699	8,442,222	13,804	13,804	19,077
4,336,759	4,340,311	3,924,801	5,913,967	5,920,707	5,775,761
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,293,202	6,293,202	6,681,145	-	-	-
10,629,961	10,633,513	10,605,946	5,913,967	5,920,707	5,775,761
(2,831,262)	(2,834,814)	(2,163,724)	(5,900,163)	(5,906,903)	(5,756,684)
2,831,262	2,834,814	2,834,814	5,900,163	5,906,903	5,906,903
-	-	(671,090)	-	-	(150,219)
2,831,262	2,834,814	2,163,724	5,900,163	5,906,903	5,756,684
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL -Continued
GENERAL FUND

For the Year Ended September 30, 2018

	Sheriff		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	56,739,867	58,807,092	58,255,410
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	56,739,867	58,807,092	58,255,410
Excess (Deficiency) of Revenues Over (Under) Expenditures	(56,739,867)	(58,807,092)	(58,255,410)
OTHER FINANCING SOURCES (USES)			
Transfers In	55,438,635	56,434,951	58,807,092
Transfers (Out)	-	-	(522,612)
Total Other Financing Sources and (Uses)	55,438,635	56,434,951	58,284,480
Net Change in Fund Balances	(1,301,232)	(2,372,141)	29,070
Fund Balances - Beginning	1,301,232	2,372,141	268,872
Fund Balances - Ending	$ -	$ -	$ 297,942

Continued

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	12,304	12,304	-	-	-
-	-	3,439	3,553,585	3,553,585	3,554,703
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	90,500	90,500	114,074
-	12,304	15,743	3,644,085	3,644,085	3,668,777
2,213,182	2,231,169	1,824,328	7,960,806	7,960,806	7,604,107
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,213,182	2,231,169	1,824,328	7,960,806	7,960,806	7,604,107
(2,213,182)	(2,218,865)	(1,808,585)	(4,316,721)	(4,316,721)	(3,935,330)
2,213,182	2,223,762	1,813,482	4,428,755	4,428,755	4,428,755
-	(4,897)	(4,897)	(112,034)	(112,034)	(493,425)
2,213,182	2,218,865	1,808,585	4,316,721	4,316,721	3,935,330
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - Continued
GENERAL FUND

For the Year Ended September 30, 2018

	Eliminations		
	Original Budget	**Final Budget**	**Actual Amounts**
REVENUES			
Taxes	$ -	$ -	$ -
Franchise Fees	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenues	-	-	-
Charges for Services	-	-	-
Judgments and Fines	-	-	-
Investment Income	-	-	-
Miscellaneous Revenues	(3,259,281)	(3,259,281)	(3,259,281)
Total Revenues	(3,259,281)	(3,259,281)	(3,259,281)
EXPENDITURES			
Current:			
General Government	(3,259,281)	(3,259,281)	(3,259,281)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(3,259,281)	(3,259,281)	(3,259,281)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(61,581,361)	(76,762,169)	(75,624,841)
Transfers (Out)	61,581,361	76,762,169	75,624,841
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balances	-	-	-
Fund Balances - Beginning	-	-	-
Fund Balances - Ending	$ -	$ -	$ -

TOTAL			
Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
$ 111,516,682	$ 111,516,682	$ 111,760,143	$ 243,461
12,160,428	12,160,428	13,467,002	1,306,574
854,766	854,766	885,584	30,818
29,140,451	29,160,833	35,870,493	6,709,660
10,813,956	10,821,036	11,522,675	701,639
1,515,000	1,515,000	1,622,049	107,049
180,130	180,130	900,660	720,530
1,950,968	2,929,756	2,983,417	53,661
168,132,381	169,138,631	179,012,023	9,873,392
83,158,856	86,874,113	52,038,865	34,835,248
103,464,371	105,969,834	103,301,919	2,667,915
1,423,290	1,634,608	1,524,026	110,582
2,588,309	2,636,517	2,555,789	80,728
3,324,331	3,699,658	2,578,329	1,121,329
1,419,364	1,432,761	1,353,460	79,301
6,293,202	6,293,202	6,681,145	(387,943)
201,671,723	208,540,693	170,033,533	38,507,160
(33,539,342)	(39,402,062)	8,978,490	48,380,552
15,269,334	2,485,054	7,422,396	4,937,342
(25,171,154)	(11,889,229)	(13,330,053)	(1,440,824)
(9,901,820)	(9,404,175)	(5,907,657)	3,496,518
(43,441,162)	(48,806,237)	3,070,833	51,877,070
43,441,162	48,806,237	47,140,325	(1,665,912)
$ -	$ -	$ 50,211,158	$ 50,211,158

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The County has the following Special Revenue Funds:

Escambia County Restricted Fund
Created to account for monies donated to the County for a specific purpose.

Economic Development Fund
Created pursuant to the Economic Development Incentive Program Ordinance to account for revenues associated with land sales at the various County commerce parks and other economic development related revenues. Expenditures will be used to promote economic development initiatives in Escambia County.

Code Enforcement Fund
Created to account for the enforcement of ordinances and statutes to enhance the quality of life for and protect citizens from environmentally unsafe conditions.

M and A State Revenue Fund
Created to account for the cost of mosquito and other arthropod control. Financing is provided by State matching funds on a dollar for dollar basis.

Tourist Promotion Fund
Created to account for revenues restricted for promotion, development and advertisement of Escambia County tourism. Financing is provided by a tourist development tax levied under Chapter 125.0104 Florida Statutes.

Other Grant Projects Fund
Created to account for financing provided from various State and Federal grants.

Detention/Jail Commissary Fund
Created to account for the cost of the inmate commissary and the inmate welfare fund; operated in the detention facility pursuant to Section 951.23, Florida Statutes. The fiscal management of the commissary is audited in conjunction with the audit of the County.

Library Fund
Created to account for the revenue and expenditures associated with administrative and operational functions of the West Florida Library System. A countywide Library MSTU assessment is imposed for the purpose of funding library services.

Misdemeanor Probation Fund
Created to account for the cost of supervision of the misdemeanor program. Financing is provided by a fee charged to a person on parole pursuant to Section 945.30, Florida Statutes.

Article V Fund
Created to account for revenues and costs for court related fees, charges, costs, fines and other monetary penalties.

SPECIAL REVENUE FUNDS - Continued

Development Review Fund
Created to account for fees generated by the review of all development plans within the County and support of the Development Review Committee, the Planning Board, the Board of Adjustments, the Rezoning Hearing Examiner and the Board of County Commissioners.

Perdido Key Beach Mouse Fund
Created to account for the Perdido Key Beach Mouse Special Assessment revenue established by Ordinance 2006-1 and 2006-2 and by interlocal agreement with the US Fish and Wildlife Service and the Florida Fish and Wildlife Commission. This revenue will be utilized for the mitigation process for impacts to the Perdido Key Beach Mouse habitat.

Restore Fund
Created in accordance with the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act; Subtitle F of Public Law 112-141); to account for revenues and expenditures for programs, projects and activities that restore and protect the environment and economy of the Gulf Coast Region.

State Housing Initiative Partnership Fund (SHIP)
Created to account for the revenues and expenditures of the SHIP program, authorized pursuant to Section 420.907-420.9079, Florida Statutes. State revenue sharing proceeds received by the County for the SHIP program are used to create partnerships that produce and preserve affordable homeownership and multifamily housing.

Law Enforcement Trust Fund
Created pursuant to the provisions of Section 932.704, Florida Statutes, to account for the net proceeds from the sale or conversion of forfeited properties. Expenditures payable from this fund are legally restricted to nonrecurring obligations of the Sheriff's office, including equipment purchases. Although legally entitled as a trust fund, this fund is more properly accounted for as a special revenue fund due to the nature of the transactions recorded therein.

Escambia County Affordable Housing Fund
Created to account for funding to assist with delivery of affordable housing assistance and support for low income families in Escambia County and the City of Pensacola, primarily in conjunction with the Escambia Consortium Home Program. The fund also provides a source for payment of up-front costs while awaiting reimbursement from the HOME program letter of credit.

CDBG HUD Entitlement Fund
Created to account for Federal HUD Block Grant revenues and the expenditures. The HUD funded Community Block Grant program provides financial support primarily for low and moderate-income families in the County.

Handicapped Parking Fines Fund
Created to account for monies collected under Chapter 316, Florida Statutes, also known as the State Uniform Traffic Control, which authorizes counties to regulate the parking of vehicles and to enforce regulations relating to disabled persons parking.

Family Mediation Fund
Created to account for monies provided through a private grant and authorized under Chapters 44.102 and 44.108, Florida Statutes. These funds were used to assure each minor child frequent and continuing contact with both parents after separation or dissolved marriages and to encourage parents to share the rights and responsibilities of child rearing.

SPECIAL REVENUE FUNDS - Continued

Fire Protection Fund
Created to account for monies assessed by the Board of County Commissioners to property owners in unincorporated areas of Escambia County to provide for fire protection.

Emergency 911 Operations Fund
Created in accordance with the provisions of the Florida Emergency Telephone Act (Sections 365.171 and 365.172, Florida Statutes) to account for the Enhanced 911 (E911) fees imposed and collected from local telephone exchange customers and subscribers of wireless telephone services. 911 service directs 911 calls to the appropriate public safety answering point and provides for automatic number and location identification. The E911 Board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary, to ensure full cost recovery or prevent over recovery of costs incurred in the provision of E911. Expenditures are restricted to the establishment and maintenance of an enhanced emergency telephone number 911 system or enhanced 911 service.

HUD-CDBG Housing Rehabilitation Loan Fund
Created to account for funding to provide assistance for low/moderate income families within the unincorporated county through the rehabilitation of several substandard homes.

HUD Home Fund
Created to account for the HUD Housing Assistance revenues and expenditures. This grant provides for the rehabilitation of severely substandard homes.

Southwest Sector Road Project Fund
Created to account for revenues and expenditures associated with the planning and development of the County's "Southwest Corridor" road project.

Bob Sikes Toll Facilities Fund
Established by County Ordinance No. 93-23 which authorizes the collection of bridge tolls for uses of the Bob Sikes Toll Bridge by passage seekers. The Board of County Commissioners establish toll rates for the Bob Sikes Bridge in order to pay for the proper maintenance, administration, debt service of the bridge, and other expenses for parks and recreation on Santa Rosa Island as approved by the Board of County Commissioners. In addition to cash tolls, annual permits (transponder sales) may be purchased for access to the Bridge.

Transportation Trust Fund
Created pursuant to the provisions of Section 129.02 Florida Statutes, to account for transportation related revenues and expenditures. The primary revenue source is fuel taxes which are the Seventh-cent/1 cent County, Ninth-cent, Local Option fuel tax, and Constitutional fuel tax. Fuel tax revenues are used to fund transportation expenditures allowable pursuant to Sections 206 and Section 366, Florida Statutes.

MSBU Assessment Program Fund
Created to account for monies collected for Municipal Service Benefit Units (MSBU) pursuant to County Ordinance No. 94-24 and Chapter 125, Florida Statutes.

Master Drainage Basin Fund
Created to account for monies to provide drainage within specific districts.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS - Continued

Clerk Programs
This fund reflects the activities of the Office of the Clerk of the Circuit Court and Comptroller Trust Funds. Services provided are in accordance with provisions of the Florida Statutes Chapter 28.24 for records modernization.

Sheriff Programs
This fund reflects the activities of the Escambia County Sheriff's Office; primarily to account for the collection and expenditures of US Treasury and US Justice forfeiture sharing programs, and for revenues and disbursements of various Federal and State Grants.

Supervisor Programs
This fund reflects the activities of the Escambia Supervisor of Elections Office; primarily to account for the revenues and disbursements of various Federal and State Grants.

DEBT SERVICE FUND

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. Debt Service funds are also used to report resources of legally mandated and financial resources that are being accumulated for principal and interest maturing in the future. The County has the following Debt Service Fund:

Debt Service Fund – Created to account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. Capital Project funds exclude capital-related outflows financed by Proprietary Fund or for assets held in trust for individuals, private organizations, or other governments. The County has the following Capital Projects Funds:

There are no non-major Capital Project Funds.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2018

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and Cash Equivalents	$ 30,852,814	$ 821,219	$ 31,674,033
Investments	21,829,010	749,762	22,578,772
Accounts Receivable	833,650	-	833,650
Due from Other Funds	188,189	-	188,189
Due from Other Governments	4,978,881	-	4,978,881
Inventories	327,098	-	327,098
Assets Held for Investment	670,200	-	670,200
Total Assets	$ 59,679,842	$ 1,570,981	$ 61,250,823
LIABILITIES			
Accounts Payable	$ 3,212,085	$ -	$ 3,212,085
Contracts Payable	274,817	-	274,817
Accrued Liabilities	1,826,568	-	1,826,568
Due to Other Funds	571,894	-	571,894
Advances Payable to Other Funds	2,751,572	-	2,751,572
Due to Other Governments	1,576,421	-	1,576,421
Deposits	167,219	-	167,219
Unearned Revenue	417,423	-	417,423
Total Liabilities	10,797,999	-	10,797,999
FUND BALANCES (deficits)			
Nonspendable			
Inventories	327,098	-	327,098
Restricted for			
Court Related Functions	3,680,293	-	3,680,293
Community Services	298,814	-	298,814
Debt Service	-	1,570,981	1,570,981
Economic & Community Development	398,000	-	398,000
Fire & Rescue	2,459,543	-	2,459,543
Health Services	43,616	-	43,616
Inmate Welfare	3,150,763	-	3,150,763
Law Enforcement	256,381	-	256,381
Library	3,555,141	-	3,555,141
Public Safety	2,337,177	-	2,337,177
Records Modernization Technology	2,467,132	-	2,467,132
Resource Conservation	973,359	-	973,359
Road Acquisition & Construction	-	-	-
Housing Assistance	5,989,582	-	5,989,582
Tourism	4,368,890	-	4,368,890
Transportation & Drainage Improvements	688,223	-	688,223
Transportation Maintenance	511,167	-	511,167
Committed to:			
Community Services	1,703,613	-	1,703,613
Infrastructure Maintenance	10,025,242	-	10,025,242
Public Safety	1,233,684	-	1,233,684
Transportation Maintenance	4,414,125	-	4,414,125
Total Fund Balances	48,881,843	1,570,981	50,452,824
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 59,679,842	$ 1,570,981	$ 61,250,823

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 26,135,289	$ -	$ 26,135,289
Permits and Fees	381,468	-	381,468
Franchise Fees	1,994,081	-	1,994,081
Special Assessments	17,858,900	-	17,858,900
Intergovernmental Revenues	19,644,459	60,000	19,704,459
Charges for Services	10,789,470	-	10,789,470
Judgments and Fines	754,418	-	754,418
Investment Income	304,198	86,623	390,821
Miscellaneous Revenues	2,662,259	39,262	2,701,521
Total Revenues	80,524,542	185,885	80,710,427
EXPENDITURES			
Current:			
General Government	2,657,731	-	2,657,731
Public Safety	32,224,506	-	32,224,506
Physical Environment	6,958,649	-	6,958,649
Transportation	17,129,421	-	17,129,421
Economic Environment	13,954,354	-	13,954,354
Human Services	90,774	-	90,774
Culture/Recreation	6,458,284	-	6,458,284
Court-Related	4,498,751	-	4,498,751
Debt Service:			
Principal Retirement	-	8,024,000	8,024,000
Interest and Fiscal Charges	6,425	6,700,005	6,706,430
Total Expenditures	83,978,895	14,724,005	98,702,900
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,454,353)	(14,538,120)	(17,992,473)
OTHER FINANCING SOURCES (USES)			
Transfers In	8,768,815	14,442,290	23,211,105
Transfers (Out)	(7,513,757)	-	(7,513,757)
Total Other Financing Sources and (Uses)	1,255,058	14,442,290	15,697,348
Net Change in Fund Balances	(2,199,295)	(95,830)	(2,295,125)
Fund Balances - Beginning	51,081,138	1,666,811	52,747,949
Fund Balances - Ending	$ 48,881,843	$ 1,570,981	$ 50,452,824

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
ASSETS					
Cash and Cash Equivalents	$ 937,684	$ 204,933	$ 606,408	$ 48,353	$ 2,518,543
Investments	670,129	187,102	553,642	-	2,299,400
Accounts Receivable	26,123	-	243,079	-	-
Due from Other Funds	20,891	-	23,043	-	124
Due from Other Governments	36,076	-	-	-	-
Inventories	3,177	-	-	-	-
Assets Held for Investment	670,200	-	-	-	-
Total Assets	$ 2,364,280	$ 392,035	$ 1,426,172	$ 48,353	$ 4,818,067
LIABILITIES					
Accounts Payable	$ 20,756	$ -	$ 148,212	$ 4,737	$ 443,619
Contracts Payable	-	-	-	-	-
Accrued Liabilities	7,808	-	44,217	-	5,558
Due to Other Funds	571,894	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	53,582	-	59	-	-
Deposits	3,450	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	657,490	-	192,488	4,737	449,177
FUND BALANCES					
Nonspendable:					
Inventories	3,177	-	-	-	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	392,035	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	43,616	-
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	-	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	4,368,890
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,703,613	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,233,684	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,706,790	392,035	1,233,684	43,616	4,368,890
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,364,280	$ 392,035	$ 1,426,172	$ 48,353	$ 4,818,067

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 583,910	$ 1,763,551	$ 1,978,149	$ 216,420	$ 1,964,044	$ 759,042
533,104	1,466,234	1,804,379	197,588	1,793,149	692,995
-	130,121	34,097	-	16,056	-
3,038	-	-	-	138,031	-
299,132	-	-	3,640	42,749	-
-	49,999	-	-	-	-
-	-	-	-	-	-
$ 1,419,184	$ 3,409,905	$ 3,816,625	$ 417,648	$ 3,954,029	$ 1,452,037
$ 180,234	$ 28,248	$ 106,805	$ 23,912	$ 122,328	$ 3,895
48,642	-	-	-	-	-
8,107	20,922	147,166	78,641	28,969	24,980
-	-	-	-	-	-
-	-	-	-	-	-
567	2,394	7,513	3,975	569,946	-
-	157,579	-	-	-	-
113,050	-	-	-	-	-
350,600	209,143	261,484	106,528	721,243	28,875
-	49,999	-	-	-	-
350,990	-	-	-	3,232,786	-
6,853	-	-	-	-	-
5,965	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,150,763	-	-	-	-
-	-	-	-	-	-
-	-	3,555,141	-	-	-
-	-	-	-	-	-
602,895	-	-	311,120	-	1,423,162
-	-	-	-	-	-
91,432	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
10,449	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,068,584	3,200,762	3,555,141	311,120	3,232,786	1,423,162
$ 1,419,184	$ 3,409,905	$ 3,816,625	$ 417,648	$ 3,954,029	$ 1,452,037

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 448,347	$ 516,279	$ 3,499,631	$ 134,021
Investments	409,336	471,357	-	122,360
Accounts Receivable	-	-	5,618	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	2,647,122	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 857,683	$ 3,634,758	$ 3,505,249	$ 256,381
LIABILITIES				
Accounts Payable	$ -	$ 741,994	$ 27,251	$ -
Contracts Payable	-	226,175	-	-
Accrued Liabilities	-	2,229	3,615	-
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	640,116	60	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	-	3,610,514	30,926	-
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	256,381
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	857,683	24,244	-	-
Housing Assistance	-	-	3,474,323	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	857,683	24,244	3,474,323	256,381
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 857,683	$ 3,634,758	$ 3,505,249	$ 256,381

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ 679,570	$ 332,599	$ 152,639	$ 50,636	$ 1,314,302	$ 169,651	$ 32,200
620,439	303,659	139,357	46,231	1,199,943	154,891	29,398
304,698	-	-	-	-	-	21,012
-	-	794	-	2,268	-	-
300	18,254	-	-	23,714	431,144	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,605,007	$ 654,512	$ 292,790	$ 96,867	$ 2,540,227	$ 755,686	$ 82,610
$ 40	$ 39,856	$ 829	$ 350	$ 88,649	$ 32,277	$ -
-	-	-	-	-	-	-
-	11,486	-	-	693,739	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	4,322	-	-	4,155	17,550	-
-	-	-	-	-	-	-
-	167,332	-	-	-	-	-
40	222,996	829	350	786,543	49,827	-
-	-	-	-	-	-	-
-	-	-	96,517	-	-	-
-	-	291,961	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	1,753,684	705,859	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,604,967	431,516	-	-	-	-	82,610
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,604,967	431,516	291,961	96,517	1,753,684	705,859	82,610
$ 1,605,007	$ 654,512	$ 292,790	$ 96,867	$ 2,540,227	$ 755,686	$ 82,610

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2018

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 205,395	$ -	$ 5,459,285	$ 2,369,118
Investments	187,523	-	4,982,619	2,162,912
Accounts Receivable	5,111	-	25,212	22,523
Due from Other Funds	-	-	-	-
Due from Other Governments	67	-	-	1,304,214
Inventories	-	-	-	273,922
Assets Held for Investment	-	-	-	-
Total Assets	$ 398,096	$ -	$ 10,467,116	$ 6,132,689
LIABILITIES				
Accounts Payable	$ -	$ -	$ 122,844	$ 703,989
Contracts Payable	-	-	-	-
Accrued Liabilities	1,930	-	5,574	716,115
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	-	307,763	-
Due to Other Governments	-	-	5,693	18,348
Deposits	-	-	-	6,190
Unearned Revenue	-	-	-	-
Total Liabilities	1,930	-	441,874	1,444,642
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	273,922
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	396,166	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	10,025,242	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	4,414,125
Total Fund Balances	396,166	-	10,025,242	4,688,047
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 398,096	$ -	$ 10,467,116	$ 6,132,689

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 521,380	$ 356,249	$ 3,013,057	$ 17,418	$ -	$ 30,852,814
476,012	325,251	-	-	-	21,829,010
-	-	-	-	-	833,650
-	-	-	-	-	188,189
617	-	52,229	-	119,623	4,978,881
-	-	-	-	-	327,098
-	-	-	-	-	670,200
$ 998,009	$ 681,500	$ 3,065,286	$ 17,418	$ 119,623	$ 59,679,842
$ 42,865	$ 3,726	$ 324,669	$ -	$ -	3,212,085
-	-	-	-	-	274,817
-	-	25,512	-	-	1,826,568
-	-	-	-	-	571,894
443,809	-	-	-	-	2,751,572
168	-	247,973	-	-	1,576,421
-	-	-	-	-	167,219
-	-	-	17,418	119,623	417,423
486,842	3,726	598,154	17,418	119,623	10,797,999
-	-	-	-	-	327,098
-	-	-	-	-	3,680,293
-	-	-	-	-	298,814
-	-	-	-	-	398,000
-	-	-	-	-	2,459,543
-	-	-	-	-	43,616
-	-	-	-	-	3,150,763
-	-	-	-	-	256,381
-	-	-	-	-	3,555,141
-	-	-	-	-	-
-	-	-	-	-	2,337,177
-	-	2,467,132	-	-	2,467,132
-	-	-	-	-	973,359
-	-	-	-	-	5,989,582
-	-	-	-	-	4,368,890
-	677,774	-	-	-	688,223
511,167	-	-	-	-	511,167
-	-	-	-	-	1,703,613
-	-	-	-	-	10,025,242
-	-	-	-	-	1,233,684
-	-	-	-	-	4,414,125
511,167	677,774	2,467,132	-	-	48,881,843
$ 998,009	$ 681,500	$ 3,065,286	$ 17,418	$ 119,623	$ 59,679,842

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	M&A State Revenue Fund	Tourist Promotion Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ 11,361,080
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	1,994,081	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	163,526	-	-	32,468	-
Charges for Services	497,384	-	-	-	-
Judgments and Fines	-	-	263,017	-	-
Investment Income	8,873	2,333	6,783	-	14,304
Miscellaneous Revenues	294,698	1,781	169,680	-	25
Total Revenues	964,481	4,114	2,433,561	32,468	11,375,409
EXPENDITURES					
Current:					
General Government	17,868	-	-	-	-
Public Safety	586,716	-	1,918,312	-	-
Physical Environment	330,529	-	-	-	155,556
Transportation	-	-	-	-	-
Economic Environment	-	628,424	-	-	8,814,623
Human Services	13,656	-	-	21,471	-
Culture/Recreation	44,350	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	993,119	628,424	1,918,312	21,471	8,970,179
Excess (Deficiency) of Revenues Over (Under) Expenditures	(28,638)	(624,310)	515,249	10,997	2,405,230
OTHER FINANCING SOURCES (USES)					
Transfers In	-	550,000	-	-	-
Transfers (Out)	-	-	(500,000)	-	(2,285,296)
Total Other Financing Sources and (Uses)	-	550,000	(500,000)	-	(2,285,296)
Net Change in Fund Balances	(28,638)	(74,310)	15,249	10,997	119,934
Fund Balances - Beginning	1,735,428	466,345	1,218,435	32,619	4,248,956
Fund Balances - Ending	$ 1,706,790	$ 392,035	$ 1,233,684	$ 43,616	$ 4,368,890

Continued

Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ -	$ -	$ 5,575,931	$ -	$ -	$ -
-	-	-	-	-	265,595
-	-	-	-	-	-
-	-	-	-	-	-
2,089,872	-	127,415	-	1,076,145	-
12,674	1,554,034	38,263	1,524,075	2,007,519	581,452
302	-	84,551	10,200	-	-
2,028	19,455	32,556	439	22,977	8,947
-	-	178,356	44,457	309	-
2,104,876	1,573,489	6,037,072	1,579,171	3,106,950	855,994
-	-	-	-	-	587,040
421,478	1,275,054	-	2,346,754	151,444	-
1,304,389	-	-	-	-	-
-	-	-	-	-	-
107,691	-	-	-	-	-
43,502	-	-	-	-	-
84,932	-	5,635,634	-	-	-
23,092	-	-	-	3,185,386	-
-	-	-	-	-	-
1,985,084	1,275,054	5,635,634	2,346,754	3,336,830	587,040
119,792	298,435	401,438	(767,583)	(229,880)	268,954
-	-	-	-	945,261	-
-	-	-	-	(926,250)	-
-	-	-	-	19,011	-
119,792	298,435	401,438	(767,583)	(210,869)	268,954
948,792	2,902,327	3,153,703	1,078,703	3,443,655	1,154,208
$ 1,068,584	$ 3,200,762	$ 3,555,141	$ 311,120	$ 3,232,786	$ 1,423,162

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and Fees	-	-	-	-
Franchise Fees	-	-	-	-
Special Assessments	134,875	-	-	-
Intergovernmental Revenues	-	5,841,240	1,520,820	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	365,081
Investment Income	5,048	5,669	-	1,135
Miscellaneous Revenues	-	-	441,595	-
Total Revenues	139,923	5,846,909	1,962,415	366,216
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	467,150
Physical Environment	5,780	5,162,395	-	-
Transportation	-	-	-	-
Economic Environment	-	-	2,414,434	-
Human Services	-	-	-	-
Culture/Recreation	-	693,368	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	5,780	5,855,763	2,414,434	467,150
Excess (Deficiency) of Revenues Over (Under) Expenditures	134,143	(8,854)	(452,019)	(100,934)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	-	-
Net Change in Fund Balances	134,143	(8,854)	(452,019)	(100,934)
Fund Balances - Beginning	723,540	33,098	3,926,342	357,315
Fund Balances - Ending	$ 857,683	$ 24,244	$ 3,474,323	$ 256,381

Continued

Escambia County Affordable Housing Fund	CDBG - HUD Entitlement Fund	Handicapped Parking Fines Fund	Family Mediation Fund	Fire Protection Fund	Emergency 911 Operations Fund	HUD-CDBG Housing Rehabilitation Loan Fund
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	114,748	-	-
-	-	-	-	-	-	-
-	-	-	-	16,603,405	-	-
-	1,276,533	-	-	35,408	1,342,264	-
-	-	10,824	-	206,000	-	-
-	-	-	-	-	-	-
18,156	3,763	1,856	627	36,405	2,077	1,173
24,949	13,450	-	-	18,585	-	-
43,105	1,293,746	12,680	627	17,014,551	1,344,341	1,173
-	-	-	-	-	-	-
-	-	-	-	17,510,150	689,380	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
57,860	1,122,515	-	-	-	-	-
-	-	12,145	-	-	-	-
-	-	-	-	-	-	-
-	-	-	1,831	-	-	-
-	-	-	-	-	-	-
57,860	1,122,515	12,145	1,831	17,510,150	689,380	-
(14,755)	171,231	535	(1,204)	(495,599)	654,961	1,173
-	-	-	-	-	-	-
-	(17,500)	-	-	(281,193)	(658,222)	-
-	(17,500)	-	-	(281,193)	(658,222)	-
(14,755)	153,731	535	(1,204)	(776,792)	(3,261)	1,173
1,619,722	277,785	291,426	97,721	2,530,476	709,120	81,437
$ 1,604,967	$ 431,516	$ 291,961	$ 96,517	$ 1,753,684	$ 705,859	$ 82,610

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2018

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ 9,198,278
Permits and Fees	-	-	-	1,125
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	-
Intergovernmental Revenues	686,193	-	-	4,874,465
Charges for Services	-	-	3,403,059	334,156
Judgments and Fines	-	-	-	-
Investment Income	3,275	-	66,981	26,937
Miscellaneous Revenues	260,242	-	-	1,214,132
Total Revenues	949,710	-	3,470,040	15,649,093
EXPENDITURES				
Current:				
General Government	-	-	1,884,473	-
Public Safety	-	-	-	6,775,326
Physical Environment	-	-	-	-
Transportation	-	-	-	16,120,688
Economic Environment	808,807	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	808,807	-	1,884,473	22,896,014
Excess (Deficiency) of Revenues Over (Under) Expenditures	140,903	-	1,585,567	(7,246,921)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	7,268,657
Transfers (Out)	-	(1,456,121)	(1,389,175)	-
Total Other Financing Sources and (Uses)	-	(1,456,121)	(1,389,175)	7,268,657
Net Change in Fund Balances	140,903	(1,456,121)	196,392	21,736
Fund Balances - Beginning	255,263	1,456,121	9,828,850	4,666,311
Fund Balances - Ending	$ 396,166	$ -	$ 10,025,242	$ 4,688,047

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ -	$ 26,135,289
-	-	-	-	-	381,468
-	-	-	-	-	1,994,081
973,831	146,789	-	-	-	17,858,900
-	-	363,698	51,475	162,937	19,644,459
-	-	620,030	-	-	10,789,470
-	-	-	31,267	-	754,418
7,753	4,132	-	-	516	304,198
-	-	-	-	-	2,662,259
981,584	150,921	983,728	82,742	163,453	80,524,542
-	-	-	-	168,350	2,657,731
-	-	-	82,742	-	32,224,506
-	-	-	-	-	6,958,649
891,141	117,592	-	-	-	17,129,421
-	-	-	-	-	13,954,354
-	-	-	-	-	90,774
-	-	-	-	-	6,458,284
-	-	1,288,442	-	-	4,498,751
6,425	-	-	-	-	6,425
897,566	117,592	1,288,442	82,742	168,350	83,978,895
84,018	33,329	(304,714)	-	(4,897)	(3,454,353)
-	-	-	-	4,897	8,768,815
-	-	-	-	-	(7,513,757)
-	-	-	-	4,897	1,255,058
84,018	33,329	(304,714)	-	-	(2,199,295)
427,149	644,445	2,771,846	-	-	51,081,138
$ 511,167	$ 677,774	$ 2,467,132	$ -	$ -	$ 48,881,843

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 123,558	$ 163,526	$ 39,968
Charges for Services	439,020	497,384	58,364
Investment Income	-	8,873	8,873
Miscellaneous Revenues	216,259	294,698	78,439
Total Revenues	778,837	964,481	185,644
EXPENDITURES			
Current:			
General Government	190,782	17,868	172,914
Public Safety	799,652	586,716	212,936
Physical Environment	1,119,112	330,529	788,583
Transportation	5,337	-	5,337
Human Services	141,319	13,656	127,663
Culture and Recreation	170,110	44,350	125,760
Total Expenditures	2,426,312	993,119	1,433,193
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,647,475)	(28,638)	1,618,837
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Total Other Financing Sources and (Uses)	-	-	-
Net Change in Fund Balance	(1,647,475)	(28,638)	1,618,837
Fund Balance - Beginning	1,647,475	1,735,428	87,953
Fund Balance - Ending	$ -	$ 1,706,790	$ 1,706,790

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 2,333	$ 2,333
Miscellaneous Revenues	-	1,781	1,781
Total Revenues	-	4,114	4,114
EXPENDITURES			
Current:			
Economic Environment	1,016,345	628,424	387,921
Total Expenditures	1,016,345	628,424	387,921
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,016,345)	(624,310)	392,035
OTHER FINANCING SOURCES (USES)			
Transfers In	550,000	550,000	-
Total Other Financing Sources and (Uses)	550,000	550,000	-
Net Change in Fund Balance	(466,345)	(74,310)	392,035
Fund Balance - Beginning	466,345	466,345	-
Fund Balance - Ending	$ -	$ 392,035	$ 392,035

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 1,994,081	$ 331,581
Judgments and Fines	199,500	263,017	63,517
Investment Income	-	6,783	6,783
Miscellaneous Revenues	52,250	169,680	117,430
Total Revenues	1,914,250	2,433,561	519,311
EXPENDITURES			
Current:			
Public Safety	2,632,685	1,918,312	714,373
Total Expenditures	2,632,685	1,918,312	714,373
Excess (Deficiency) of Revenues Over (Under) Expenditures	(718,435)	515,249	1,233,684
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(500,000)	(500,000)	-
Total Other Financing Sources and (Uses)	(500,000)	(500,000)	-
Net Change in Fund Balance	(1,218,435)	15,249	1,233,684
Fund Balance - Beginning	1,218,435	1,218,435	-
Fund Balance - Ending	$ -	$ 1,233,684	$ 1,233,684

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 31,540	$ 32,468	$ 928
Total Revenues	31,540	32,468	928
EXPENDITURES			
Current:			
Human Services	64,159	21,471	42,688
Total Expenditures	64,159	21,471	42,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	(32,619)	10,997	43,616
Net Change in Fund Balance	(32,619)	10,997	43,616
Fund Balance - Beginning	32,619	32,619	-
Fund Balance - Ending	$ -	$ 43,616	$ 43,616

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 9,026,763	$ 11,361,080	$ 2,334,317
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	14,304	14,304
Miscellaneous Revenues	-	25	25
Total Revenues	9,060,264	11,375,409	2,315,145
EXPENDITURES			
Current:			
Physical Environment	174,109	155,556	18,553
Economic Environment	10,828,007	8,814,623	2,013,384
Total Expenditures	11,002,116	8,970,179	2,031,937
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,941,852)	2,405,230	4,347,082
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(2,285,296)	(2,285,296)	-
Total Other Financing Sources and (Uses)	(2,285,296)	(2,285,296)	-
Net Change in Fund Balance	(4,227,148)	119,934	4,347,082
Fund Balance - Beginning	4,227,148	4,248,956	21,808
Fund Balance - Ending	$ -	$ 4,368,890	$ 4,368,890

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,203,770	$ 2,089,872	$ (2,113,898)
Charges for Services	-	12,674	12,674
Judgments and Fines	-	302	302
Investment Income	-	2,028	2,028
Miscellaneous Revenues	148,555	-	(148,555)
Total Revenues	4,352,325	2,104,876	(2,247,449)
EXPENDITURES			
Current:			
General Government	14,514	-	14,514
Public Safety	1,248,869	421,478	827,391
Physical Environment	1,835,677	1,304,389	531,288
Economic Environment	262,395	107,691	154,704
Human Services	50,355	43,502	6,853
Culture and Recreation	588,569	84,932	503,637
Court-Related	366,702	23,092	343,610
Total Expenditures	4,367,081	1,985,084	2,381,997
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,756)	119,792	134,548
OTHER FINANCING SOURCES (USES)			
Transfers In	4,897	-	(4,897)
Total Other Financing Sources and (Uses)	4,897	-	(4,897)
Net Change in Fund Balance	(9,859)	119,792	129,651
Fund Balance - Beginning	9,859	948,792	938,933
Fund Balance - Ending	$ -	$ 1,068,584	$ 1,068,584

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 1,140,000	$ 1,554,034	$ 414,034
Investment Income	-	19,455	19,455
Miscellaneous Revenues	-	-	-
Total Revenues	1,140,000	1,573,489	433,489
EXPENDITURES			
Current:			
Public Safety	4,042,327	1,275,054	2,767,273
Total Expenditures	4,042,327	1,275,054	2,767,273
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,902,327)	298,435	3,200,762
Net Change in Fund Balance	(2,902,327)	298,435	3,200,762
Fund Balance - Beginning	2,902,327	2,902,327	-
Fund Balance - Ending	$ -	$ 3,200,762	$ 3,200,762

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 5,502,789	$ 5,575,931	$ 73,142
Intergovernmental Revenues	128,402	127,415	(987)
Charges for Services	-	38,263	38,263
Judgments and Fines	109,250	84,551	(24,699)
Investment Income	-	32,556	32,556
Miscellaneous Revenues	137,503	178,356	40,853
Total Revenues	5,877,944	6,037,072	159,128
EXPENDITURES			
Current:			
Culture and Recreation	8,911,907	5,635,634	3,276,273
Total Expenditures	8,911,907	5,635,634	3,276,273
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,033,963)	401,438	3,435,401
Net Change in Fund Balance	(3,033,963)	401,438	3,435,401
Fund Balance - Beginning	3,033,963	3,153,703	119,740
Fund Balance - Ending	$ -	$ 3,555,141	$ 3,555,141

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 2,677,662	$ 1,524,075	$ (1,153,587)
Judgements and Fines	9,500	10,200	700
Investment Income	-	439	439
Miscellaneous Revenue	44,175	44,457	282
Total Revenues	2,731,337	1,579,171	(1,152,166)
EXPENDITURES			
Current:			
Public Safety	3,810,040	2,346,754	1,463,286
Total Expenditures	3,810,040	2,346,754	1,463,286
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,078,703)	(767,583)	311,120
Net Change in Fund Balance	(1,078,703)	(767,583)	311,120
Fund Balance - Beginning	1,078,703	1,078,703	-
Fund Balance - Ending	$ -	$ 311,120	$ 311,120

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 798,000	$ 1,076,145	$ 278,145
Charges for Services	1,902,375	2,007,519	105,144
Investment Income	-	22,977	22,977
Miscellaneous Revenues	-	309	309
Total Revenues	2,700,375	3,106,950	406,575
EXPENDITURES			
Current:			
Public Safety	822,997	151,444	671,553
Court-Related	6,953,694	3,185,386	3,768,308
Total Expenditures	7,776,691	3,336,830	4,439,861
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,076,316)	(229,880)	4,846,436
OTHER FINANCING SOURCES (USES)			
Transfers In	945,261	945,261	-
Transfers (Out)	-	(926,250)	(926,250)
Total Other Financing Sources and (Uses)	945,261	19,011	(926,250)
Net Change in Fund Balance	(4,131,055)	(210,869)	3,920,186
Fund Balance - Beginning	4,131,055	3,443,655	(687,400)
Fund Balance - Ending	$ -	$ 3,232,786	$ 3,232,786

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 192,850	$ 265,595	$ 72,745
Charges for Services	356,250	581,452	225,202
Investment Income	-	8,947	8,947
Miscellaneous Revenues	900	-	(900)
Total Revenues	550,000	855,994	305,994
EXPENDITURES			
Current:			
General Government	1,703,308	587,040	1,116,268
Total Expenditures	1,703,308	587,040	1,116,268
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,153,308)	268,954	1,422,262
Net Change in Fund Balance	(1,153,308)	268,954	1,422,262
Fund Balance - Beginning	1,153,308	1,154,208	900
Fund Balance - Ending	$ -	$ 1,423,162	$ 1,423,162

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 8,000	$ 134,875	$ 126,875
Investment Income	-	5,048	5,048
Total Revenues	8,000	139,923	131,923
EXPENDITURES			
Current:			
Physical Environment	723,540	5,780	717,760
Total Expenditures	723,540	5,780	717,760
Excess (Deficiency) of Revenues Over (Under) Expenditures	(715,540)	134,143	849,683
Net Change in Fund Balance	(715,540)	134,143	849,683
Fund Balance - Beginning	715,540	723,540	8,000
Fund Balance - Ending	$ -	$ 857,683	$ 857,683

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 24,819,651	$ 5,841,240	$ (18,978,411)
Investment Income	-	5,669	5,669
Total Revenues	24,819,651	5,846,909	(18,972,742)
EXPENDITURES			
Current:			
Physical Environment	20,545,164	5,162,395	15,382,769
Culture/Recreation	4,307,585	693,368	3,614,217
Total Expenditures	24,852,749	5,855,763	18,996,986
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,098)	(8,854)	24,244
Net Change in Fund Balance	(33,098)	(8,854)	24,244
Fund Balance - Beginning	33,098	33,098	-
Fund Balance - Ending	$ -	$ 24,244	$ 24,244

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,717,021	$ 1,520,820	$ (4,196,201)
Miscellaneous Revenues	-	441,595	441,595
Total Revenues	5,717,021	1,962,415	(3,754,606)
EXPENDITURES			
Current:			
Economic Environment	5,717,021	2,414,434	3,302,587
Total Expenditures	5,717,021	2,414,434	3,302,587
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(452,019)	(452,019)
Net Change in Fund Balance	-	(452,019)	(452,019)
Fund Balance - Beginning	-	3,926,342	3,926,342
Fund Balance - Ending	$ -	$ 3,474,323	$ 3,474,323

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 211,783	$ 365,081	$ 153,298
Investment Income	-	1,135	1,135
Total Revenues	211,783	366,216	154,433
EXPENDITURES			
Current:			
Public Safety	569,098	467,150	101,948
Total Expenditures	569,098	467,150	101,948
Excess (Deficiency) of Revenues Over (Under) Expenditures	(357,315)	(100,934)	256,381
Net Change in Fund Balance	(357,315)	(100,934)	256,381
Fund Balance - Beginning	357,315	357,315	-
Fund Balance - Ending	$ -	$ 256,381	$ 256,381

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ 9,000	$ 18,156	$ 9,156
Miscellaneous Revenues	183,231	24,949	(158,282)
Total Revenues	192,231	43,105	(149,126)
EXPENDITURES			
Current:			
Economic Environment	1,658,722	57,860	1,600,862
Total Expenditures	1,658,722	57,860	1,600,862
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,466,491)	(14,755)	1,451,736
Net Change in Fund Balance	(1,466,491)	(14,755)	1,451,736
Fund Balance - Beginning	1,466,491	1,619,722	153,231
Fund Balance - Ending	$ -	$ 1,604,967	$ 1,604,967

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 4,537,957	$ 1,276,533	$ (3,261,424)
Investment Income	-	3,763	3,763
Miscellaneous Revenues	181,031	13,450	(167,581)
Total Revenues	4,718,988	1,293,746	(3,425,242)
EXPENDITURES			
Current:			
Economic Environment	4,701,488	1,122,515	3,578,973
Total Expenditures	4,701,488	1,122,515	3,578,973
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,500	171,231	153,731
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(17,500)	(17,500)	-
Net Change in Fund Balance	-	153,731	153,731
Fund Balance - Beginning	-	277,785	277,785
Fund Balance - Ending	$ -	$ 431,516	$ 431,516

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 14,250	$ 10,824	$ (3,426)
Investment Income	-	1,856	1,856
Total Revenues	14,250	12,680	(1,570)
EXPENDITURES			
Current:			
Public Safety	101,916	-	101,916
Human Services	203,761	12,145	191,616
Total Expenditures	305,677	12,145	293,532
Excess (Deficiency) of Revenues Over (Under) Expenditures	(291,427)	535	291,962
Net Change in Fund Balance	(291,427)	535	291,962
Fund Balance - Beginning	291,427	291,426	(1)
Fund Balance - Ending	$ -	$ 291,961	$ 291,961

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 627	$ 627
Total Revenues	-	627	627
EXPENDITURES			
Current:			
Court-Related	97,721	1,831	95,890
Total Expenditures	97,721	1,831	95,890
Excess (Deficiency) of Revenues Over (Under) Expenditures	(97,721)	(1,204)	96,517
Net Change in Fund Balance	(97,721)	(1,204)	96,517
Fund Balance - Beginning	97,721	97,721	-
Fund Balance - Ending	$ -	$ 96,517	$ 96,517

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 90,250	$ 114,748	$ 24,498
Special Assessments	15,753,953	16,603,405	849,452
Intergovernmental Revenues	19,000	35,408	16,408
Charges for Services	195,700	206,000	10,300
Investment Income	39,900	36,405	(3,495)
Miscellaneous Revenues	-	18,585	18,585
Total Revenues	16,098,803	17,014,551	915,748
EXPENDITURES			
Current:			
Public Safety	18,348,086	17,510,150	837,936
Total Expenditures	18,348,086	17,510,150	837,936
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,249,283)	(495,599)	1,753,684
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(281,193)	(281,193)	-
Total Other Financing Sources and (Uses)	(281,193)	(281,193)	-
Net Change in Fund Balance	(2,530,476)	(776,792)	1,753,684
Fund Balance - Beginning	2,530,476	2,530,476	-
Fund Balance - Ending	$ -	$ 1,753,684	$ 1,753,684

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,249,250	$ 1,342,264	$ 93,014
Investment Income	-	2,077	2,077
Total Revenues	1,249,250	1,344,341	95,091
EXPENDITURES			
Current:			
Public Safety	1,300,148	689,380	610,768
Total Expenditures	1,300,148	689,380	610,768
Excess (Deficiency) of Revenues Over (Under) Expenditures	(50,898)	654,961	705,859
OTHER FINANCING SOURCES (USES)			
Transfers (Out)	(658,222)	(658,222)	-
Total Other Financing Sources and (Uses)	(658,222)	(658,222)	-
Net Change in Fund Balance	(709,120)	(3,261)	705,859
Fund Balance - Beginning	709,120	709,120	-
Fund Balance - Ending	$ -	$ 705,859	$ 705,859

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDGB HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 48,000	$ -	$ (48,000)
Investment Income	2,000	1,173	(827)
Total Revenues	50,000	1,173	(48,827)
EXPENDITURES			
Current:			
Economic Environment	131,438	-	131,438
Total Expenditures	131,438	-	131,438
Excess (Deficiency) of Revenues Over (Under) Expenditures	(81,438)	1,173	82,611
Net Change in Fund Balance	(81,438)	1,173	82,611
Fund Balance - Beginning	81,438	81,437	(1)
Fund Balance - Ending	$ -	$ 82,610	$ 82,610

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,254,845	$ 686,193	$ (2,568,652)
Investment Income	-	3,275	3,275
Miscellaneous Revenues	366,621	260,242	(106,379)
Total Revenues	3,621,466	949,710	(2,671,756)
EXPENDITURES			
Current:			
Economic Environment	3,621,466	808,807	2,812,659
Total Expenditures	3,621,466	808,807	2,812,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	140,903	140,903
Net Change in Fund Balance	-	140,903	140,903
Fund Balance - Beginning	-	255,263	255,263
Fund Balance - Ending	$ -	$ 396,166	$ 396,166

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SOUTHWEST SECTOR ROAD PROJECT FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ -	$ -
Total Revenues	-	-	-
EXPENDITURES			
Current:			
Transportation	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING (USES)			
Transfers (Out)	(1,456,122)	(1,456,121)	1
Total Other Financing (Uses)	(1,456,122)	(1,456,121)	1
Net Change in Fund Balance	(1,456,122)	(1,456,121)	1
Fund Balance - Beginning	1,456,122	1,456,121	(1)
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 3,301,250	$ 3,403,059	$ 101,809
Investment Income	-	66,981	66,981
Miscellaneous Revenues	-	-	-
Total Revenues	3,301,250	3,470,040	168,790
EXPENDITURES			
Current:			
General Government	11,735,300	1,884,473	9,850,827
Total Expenditures	11,735,300	1,884,473	9,850,827
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,434,050)	1,585,567	10,019,617
OTHER FINANCING SOURCES			
Transfers In	-	-	-
Transfers (Out)	(1,394,801)	(1,389,175)	5,626
Total Other Financing Sources	(1,394,801)	(1,389,175)	5,626
Net Change in Fund Balance	(9,828,851)	196,392	10,025,243
Fund Balance - Beginning	9,828,851	9,828,850	(1)
Fund Balance - Ending	$ -	$ 10,025,242	$ 10,025,242

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,122,500	$ 9,198,278	$ 1,075,778
Permits and Fees	-	1,125	1,125
Intergovernmental Revenues	4,175,250	4,874,465	699,215
Charges for Services	279,775	334,156	54,381
Investment Income	-	26,937	26,937
Miscellaneous Revenues	1,095,350	1,214,132	118,782
Total Revenues	13,672,875	15,649,093	1,976,218
EXPENDITURES			
Current:			
Public Safety	7,032,962	6,775,326	257,636
Transportation	18,243,250	16,120,688	2,122,562
Total Expenditures	25,276,212	22,896,014	2,380,198
Excess (Deficiency) of Revenues Over (Under) Expenditures	(11,603,337)	(7,246,921)	4,356,416
OTHER FINANCING SOURCES			
Transfers In	7,268,657	7,268,657	-
Total Other Financing Sources	7,268,657	7,268,657	-
Net Change in Fund Balance	(4,334,680)	21,736	4,356,416
Fund Balance - Beginning	4,334,680	4,666,311	331,631
Fund Balance - Ending	$ -	$ 4,688,047	$ 4,688,047

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 1,149,970	$ 973,831	$ (176,139)
Investment Income	-	7,753	7,753
Total Revenues	1,149,970	981,584	(168,386)
EXPENDITURES			
Current:			
Transportation	1,505,334	891,141	614,193
Debt Service			
Principal Retirement	52,842	-	52,842
Interest and Fiscal Charges	18,942	6,425	12,517
Total Expenditures	1,577,118	897,566	679,552
Excess (Deficiency) of Revenues Over (Under) Expenditures	(427,148)	84,018	511,166
Net Change in Fund Balance	(427,148)	84,018	511,166
Fund Balance - Beginning	427,148	427,149	1
Fund Balance - Ending	$ -	$ 511,167	$ 511,167

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 702,799	$ 146,789	$ (556,010)
Investment Income	-	4,132	4,132
Total Revenues	702,799	150,921	(551,878)
EXPENDITURES			
Current:			
Transportation	781,511	117,592	663,919
Total Expenditures	781,511	117,592	663,919
Excess (Deficiency) of Revenues Over (Under) Expenditures	(78,712)	33,329	112,041
Net Change in Fund Balance	(78,712)	33,329	112,041
Fund Balance - Beginning	78,712	644,445	565,733
Fund Balance - Ending	$ -	$ 677,774	$ 677,774

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 363,698	$ 363,698	$ -
Charges for Services	557,975	620,030	62,055
Judgments and Fines	15,900	-	(15,900)
Miscellaneous Revenues	100	-	(100)
Total Revenues	937,673	983,728	46,055
EXPENDITURES			
Current:			
Court-Related	1,532,629	1,288,442	244,187
Total Expenditures	1,532,629	1,288,442	244,187
Excess (Deficiency) of Revenues Over (Under) Expenditures	(594,956)	(304,714)	290,242
Net Change in Fund Balance	(594,956)	(304,714)	290,242
Fund Balance - Beginning	594,956	2,771,846	2,176,890
Fund Balance - Ending	$ -	$ 2,467,132	$ 2,467,132

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 142,771	$ 51,475	$ (91,296)
Judgments and Fines	48,686	31,267	(17,419)
Total Revenues	191,457	82,742	(108,715)
EXPENDITURES			
Current:			
Public Safety	191,457	82,742	108,715
Total Expenditures	191,457	82,742	108,715
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SUPERVISOR OF ELECTIONS PROGRAMS
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 282,560	$ 162,937	$ (119,623)
Investment Income	-	516	516
Total Revenues	282,560	163,453	(119,107)
EXPENDITURES			
Current:			
General Government	287,457	168,350	119,107
Total Expenditures	287,457	168,350	119,107
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,897)	(4,897)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	4,897	4,897	-
Total Other Financing Sources and (Uses)	4,897	4,897	-
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND
For the Year Ended September 30, 2018

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	10,584	86,623	76,039
Miscellaneous	1,058,330	39,262	(1,019,068)
Total Revenues	1,068,914	185,885	(883,029)
EXPENDITURES			
Debt Service			
Principal Retirement	8,087,140	8,024,000	63,140
Interest and Fiscal Charges	7,398,410	6,700,005	698,405
Bond Issuance Cost	-	-	-
Total Expenditures	15,485,550	14,724,005	761,545
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,416,636)	(14,538,120)	(121,484)
OTHER FINANCING SOURCES (USES)			
Transfers In	12,328,709	14,442,290	2,113,581
Total Other Financing Sources and (Uses)	12,328,709	14,442,290	2,113,581
Net Change in Fund Balance	(2,087,927)	(95,830)	1,992,097
Fund Balance - Beginning	2,087,927	1,666,811	(421,116)
Fund Balance - Ending	$ -	$ 1,570,981	$ 1,570,981


ESCAMBIA COUNTY
FLORIDA

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUNDS

Proprietary funds are used to account for Business-Type activities. The focus is on the determination of operating income, changes in net position (or cost recovery), financial position and cash flows.

Inspection Fund
Used to account for building inspection services provided to the residents of Escambia County.

Bay Center Fund
Used to account for the operation, maintenance and improvements of the Pensacola Bay Center.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,004,387	$ 1,901,611	$ 3,905,998
Restricted Assets Available for Current Liabilities	7,285	-	7,285
Investments	1,835,993	398,942	2,234,935
Accounts Receivable, Net of Allowance for Uncollectable Accounts	299	134,741	135,040
Inventories	-	73,628	73,628
Total Current Assets	3,847,964	2,508,922	6,356,886
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Less: Portion Classified as Current	(7,285)	-	(7,285)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,878,713	25,878,713
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	482,509	2,268,705	2,751,214
Less: Accumulated Depreciation	(333,505)	(26,987,036)	(27,320,541)
Total Capital Assets (Net)	149,004	4,254,845	4,403,849
Total Noncurrent Assets	149,004	4,254,845	4,403,849
Total Assets	3,996,968	6,763,767	10,760,735
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	725,805	-	725,805
OPEB Cost and Subsequent Contributions	9,377	-	9,377
Total deferred outflow of resources	735,182	-	735,182

Continued

ESCAMBIA COUNTY, FLORIDA

COMBINING STATEMENT OF NET POSITION - Continued

NONMAJOR PROPRIETARY FUNDS

September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	19,591	641,651	661,242
Accrued Liabilities	97,360	-	97,360
Compensated Absences Payable	35,434	-	35,434
Due to Other Governments	12,810	17,834	30,644
Deposits	12,983	-	12,983
Other Current liabilities	-	1,704,922	1,704,922
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	7,285	-	7,285
Total Current Liabilities	185,463	2,364,407	2,549,870
Noncurrent Liabilities:			
Compensated Absences Payable	318,903	-	318,903
Other Post Employment Benefits	143,901	-	143,901
Net Pension Liability Proportionate Share	1,589,312	-	1,589,312
Total Noncurrent Liabilities	2,052,116	-	2,052,116
Total Liabilities	2,237,579	2,364,407	4,601,986
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	200,377	-	200,377
Unamortized OPEB Costs	6,046	-	6,046
Total deferred inflow of resources	206,423	-	206,423
NET POSITION			
Net Investment in Capital Assets	149,004	4,254,845	4,403,849
Unrestricted	2,139,144	144,515	2,283,659
Total Net Position	$ 2,288,148	$ 4,399,360	$ 6,687,508

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	**Bay Center Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 2,890,153	$ 5,100,674	$ 7,990,827
Miscellaneous Revenues	55,908	13,137	69,045
Total Operating Revenues	2,946,061	5,113,811	8,059,872
Operating Expenses:			
Personal Services	2,136,351	-	2,136,351
Contracted Services	-	6,231,338	6,231,338
Supplies and Materials	17,440	650	18,090
Repairs and Maintenance	62,761	27,046	89,807
Other Services and Charges	332,117	9,808	341,925
Depreciation	34,754	777,701	812,455
Premiums/Claims Expense	10,363	107,048	117,411
Total Operating Expenses	2,593,786	7,153,591	9,747,377
Operating Income (Loss)	352,275	(2,039,780)	(1,687,505)
Nonoperating Revenues (Expenses):			
Grants	-	34,429	34,429
Investment Income	21,671	1,446	23,117
Total Nonoperating Revenues (Expenses)	21,671	35,875	57,546
Income Before Transfers and Contributions	373,946	(2,003,905)	(1,629,959)
Transfer In	-	1,300,000	1,300,000
Capital Contributions	-	81,215	81,215
Change in Net Position	373,946	(622,690)	(248,744)
Net Position - Beginning As Restated	1,914,202	5,022,050	6,936,252
Net Position - Ending	$ 2,288,148	$ 4,399,360	$ 6,687,508

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 2,657,692	$ 5,399,698	$ 8,057,390
Payments to suppliers	(401,275)	(6,347,789)	(6,749,064)
Payments to employees	(2,019,696)	-	(2,019,696)
Net Cash Provided (Used) by Operating Activities	236,721	(948,091)	(711,370)
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	-	1,300,000	1,300,000
Subsidy from federal/state grants	-	34,429	34,429
Net Cash Provided (Used) by Noncapital Financing Activities	-	1,334,429	1,334,429
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(6,409)	(37,375)	(43,784)
Net Cash (Used) by Capital and Related Financing Activities	(6,409)	(37,375)	(43,784)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(529,167)	(130,895)	(660,062)
Interest received	21,671	1,446	23,117
Net Cash Provided (Used) by Investing Activities	(507,496)	(129,449)	(636,945)
Net Increase (Decrease) in Cash and Cash Equivalents	(277,184)	219,514	(57,670)
Cash and cash equivalents at beginning of year	2,288,856	1,682,097	3,970,953
Cash and cash equivalents at end of year	$ 2,011,672	$ 1,901,611	$ 3,913,283
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,004,387	$ 1,901,611	$ 3,905,998
Current restricted assets	7,285	-	7,285
Total Cash and Cash Equivalents	$ 2,011,672	$ 1,901,611	$ 3,913,283

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2018

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities			
Operating income (loss)	$ 352,275	$ (2,039,780)	$ (1,687,505)
Depreciation	34,754	777,701	812,455
Change in Assets and Liabilities:			
Accounts receivable	(299)	67,241	66,942
Inventories	-	(24,941)	(24,941)
Prepaids	-	556	556
Accounts payable	12,836	41,814	54,650
Accrued liabilities	6,669	-	6,669
Due to other governments	8,570	10,672	19,242
Customer deposits	(288,070)	(563)	(288,633)
Other current liabilities	-	219,209	219,209
Compensated absences	23,664	-	23,664
Post employment benefits	(14,757)	-	(14,757)
Net pension liability proportionate share and related deferred outflows/inflows of resources	101,079	-	101,079
Total Adjustments	(115,554)	1,091,689	976,135
Net Cash Provided (Used) by Operating Activities	$ 236,721	$ (948,091)	$ (711,370)
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 81,215	$ 81,215

BUSINESS -TYPE FUNDS

INTERNAL SERVICE FUNDS

Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component unit, or to other governments, on a cost-reimbursement basis.

Board of County Commissioners - ISF
Used to account for risk management services, garage and fuel services provided to County departments, and for the administration of employee benefits.

Clerk of Circuit Court and Comptroller - ISF
Used to account for annual costs related to compensated absence policy and activities for the Court Related employees of the Clerk of the Circuit Court and Comptroller's Office.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 8,288,877	$ 686,983	$ 8,975,860
Investments	7,473,089	-	7,473,089
Accounts Receivable, Net of Allowance for Uncollectable Accounts	567,599	-	567,599
Due from Other Funds	835,118	-	835,118
Due from Other Governments	225,304	-	225,304
Inventories	373,664	-	373,664
Total Current Assets	17,763,651	686,983	18,450,634
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	281,363	-	281,363
Less: Accumulated Depreciation	(1,023,564)	-	(1,023,564)
Total Capital Assets (Net)	594,736	-	594,736
Total Noncurrent Assets	594,736	-	594,736
Total Assets	18,358,387	686,983	19,045,370
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	312,574	-	312,574
Unamortized OBEB Cost and Subsequent Contributions	5,828	-	5,828
Total deferred outflow of resources	318,402	-	318,402

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,573,923	-	2,573,923
Accrued Liabilities	50,510	-	50,510
Compensated Absences Payable	27,544	68,698	96,242
Estimated Claims Payable	3,168,831	-	3,168,831
Due to Other Funds	-	-	-
Due to Other Governments	1,799	-	1,799
Deposits	-	-	-
Total Current Liabilities	5,822,607	68,698	5,891,305
Noncurrent Liabilities:			
Compensated Absences Payable	247,892	618,285	866,177
Other Post Employment Benefits	89,437	-	89,437
Net Pension Liability	695,917	-	695,917
Estimated Claims Payable	6,803,090	-	6,803,090
Total Noncurrent Liabilities	7,836,336	618,285	8,454,621
Total Liabilities	13,658,943	686,983	14,345,926
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	93,795	-	93,795
Unamortized OPEB Costs	3,758	-	3,758
Total deferred inflow of resources	97,553	-	97,553
NET POSITION			
Net Investment in Capital Assets	594,736	-	594,736
Unrestricted	4,325,557	-	4,325,557
Total Net Position	$ 4,920,293	$ -	$ 4,920,293

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Operating Revenues:			
Charges for Services	$ 37,251,137	$ 444,178	$ 37,695,315
Miscellaneous Revenues	-	-	-
Total Operating Revenues	37,251,137	444,178	37,695,315
Operating Expenses:			
Personal Services	1,174,643	444,178	1,618,821
Claims Incurrred and Changes in Estimate	1,854,869	-	1,854,869
Repairs and Maintenance	33,282	-	33,282
Other Services and Charges	3,964,467	-	3,964,467
Depreciation	67,752	-	67,752
Premiums/Claims Expense	29,156,327	-	29,156,327
Total Operating Expenses	36,251,340	444,178	36,695,518
Operating Income (Loss)	999,797	-	999,797
Nonoperating Revenues (Expenses):			
Investment Income	84,220	-	84,220
Total Nonoperating Revenues (Expenses)	84,220	-	84,220
Income Before Transfers and Contributions	1,084,017	-	1,084,017
Transfer In	-	-	-
Transfer (Out)	(4,359)	-	(4,359)
Change in Net Position	1,079,658	-	1,079,658
Net Position - Beginning As Restated	3,840,635	-	3,840,635
Net Position - Ending	$ 4,920,293	$ -	$ 4,920,293

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 6,096,265	$ -	$ 6,096,265
Receipts from interfund risk/benefits management	26,846,154	-	26,846,154
Receipts from interfund fleet/fuel management	4,448,952	-	4,448,952
Payments to suppliers	(34,865,961)	-	(34,865,961)
Payments to employees	(1,199,152)	(834)	(1,199,986)
Net Cash Provided (Used) by Operating Activities	1,326,258	(834)	1,325,424
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	(4,359)	-	(4,359)
Transfers from Other Funds	-	-	-
Advances due to/from other funds	38,724	-	38,724
Net Cash Provided (Used) by Noncapital Financing Activities	34,365	-	34,365
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(9,160)	-	(9,160)
Net Cash (Used) by Capital and Related Financing Activities	(9,160)	-	(9,160)
Cash Flows from Investing Activities			
Sale (purchase) of investments	(2,303,294)	-	(2,303,294)
Interest received	84,220	-	84,220
Net Cash Provided (Used) by Investing Activities	(2,219,074)	-	(2,219,074)
Net Increase (Decrease) in Cash and Cash Equivalents	(867,611)	(834)	(868,445)
Cash and cash equivalents at beginning of year	9,156,488	687,817	9,844,305
Cash and Cash Equivalents at End of Year	$ 8,288,877	$ 686,983	$ 8,975,860
Cash and Cash Equivalents Classified As:			
Current assets	$ 8,288,877	$ 686,983	$ 8,975,860
Total Cash and Cash Equivalents	$ 8,288,877	$ 686,983	$ 8,975,860

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2018

	Governnmental Activities - Internal Service Funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	$ 999,797	$ -	$ 999,797
Depreciation	67,752	-	67,752
Change in Assets and Liabilities:			
(Increase) Decrease in accounts receivable	81,177	-	81,177
(Increase) Decrease in inventories	(67,731)	-	(67,731)
(Increase) Decrease in prepaids	-	-	-
Increase (Decrease) in accounts payable	348,184	-	348,184
Increase (Decrease) in accrued liabilities	880	-	880
Increase (Decrease) in due to other governments	(323,926)	-	(323,926)
Increase (Decrease) in customer deposits	(556)	-	(556)
Increase (Decrease) in compensated absences	(7,642)	(834)	(8,476)
Increase (Decrease) in Post Employment Benefits	(9,170)	-	(9,170)
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	51,036	-	51,036
Increase (Decrease) in claims payable	186,457	-	186,457
Total Adjustments	326,461	(834)	325,627
Net Cash Provided (Used for) Operating Activities	$ 1,326,258	$ (834)	$ 1,325,424
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ -	$ -

FIDUCIARY FUNDS

AGENCY FUNDS

Agency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

Clerk of the Circuit Court and Comptroller
Used to account for resources received and held by the Clerk in a fiduciary capacity. These resources represent fines, forfeitures and filing fees collected for other governmental agencies and support payments, jury and witness services and posted bonds collected for individuals.

Sheriff
Used to account for the assets held by the Sheriff for individuals such as prisoner's funds, confiscated monies held as evidence, and prepayments of the Sheriff's fees for serving papers.

Tax Collector
Used to account for property taxes and fees for licenses.

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
September 30, 2018

	Clerk General Agency	Sheriff General Agency	Tax Collector General	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,360,479	$ 427,665	$ 3,919,044	$ 9,707,188
Accounts Receivable	-	-	422,557	422,557
Total Assets	$ 5,360,479	$ 427,665	$ 4,341,601	$ 10,129,745
LIABILITIES				
Due to Other Governments	$ 25,175	$ 51,660	$ 4,016,518	$ 4,093,353
Due to Individuals	1,733,124	376,005	325,083	2,434,212
Other Current Liabilities	3,602,180	-	-	3,602,180
Total Liabilities	$ 5,360,479	$ 427,665	$ 4,341,601	$ 10,129,745

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2018

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
Accounts Receivable	-	-	-	-
Total Assets	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
LIABILITIES				
Accounts Payable	$ -	$ 133,642	$ 133,642	$ -
Due to Other Governments	23,211	157,892	155,928	25,175
Due to Individuals	1,578,685	3,399,814	3,245,375	1,733,124
Other Current Liabilities	3,423,958	22,061,964	21,883,742	3,602,180
Total Liabilities	$ 5,025,854	$ 25,753,312	$ 25,418,687	$ 5,360,479

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
Accounts Receivable	-	-	-	-
Total Assets	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
LIABILITIES				
Due to Other Governments	$ 5,030	$ 46,630	$ -	$ 51,660
Due to Individuals	267,971	1,167,732	1,059,698	376,005
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 3,476,423	$ 1,645,439,085	$ 1,644,996,464	$ 3,919,044
Accounts Receivable	477,035	46,707,445	46,761,923	422,557
Total Assets	$ 3,953,458	$ 1,692,146,530	$ 1,691,758,387	$ 4,341,601
LIABILITIES				
Due to Other Governments	$ 3,439,968	$ 41,957,072	$ 41,380,522	$ 4,016,518
Due to Individuals	513,490	418,427,823	418,616,230	325,083
Total Liabilities	$ 3,953,458	$ 460,384,895	$ 459,996,752	$ 4,341,601

Continued

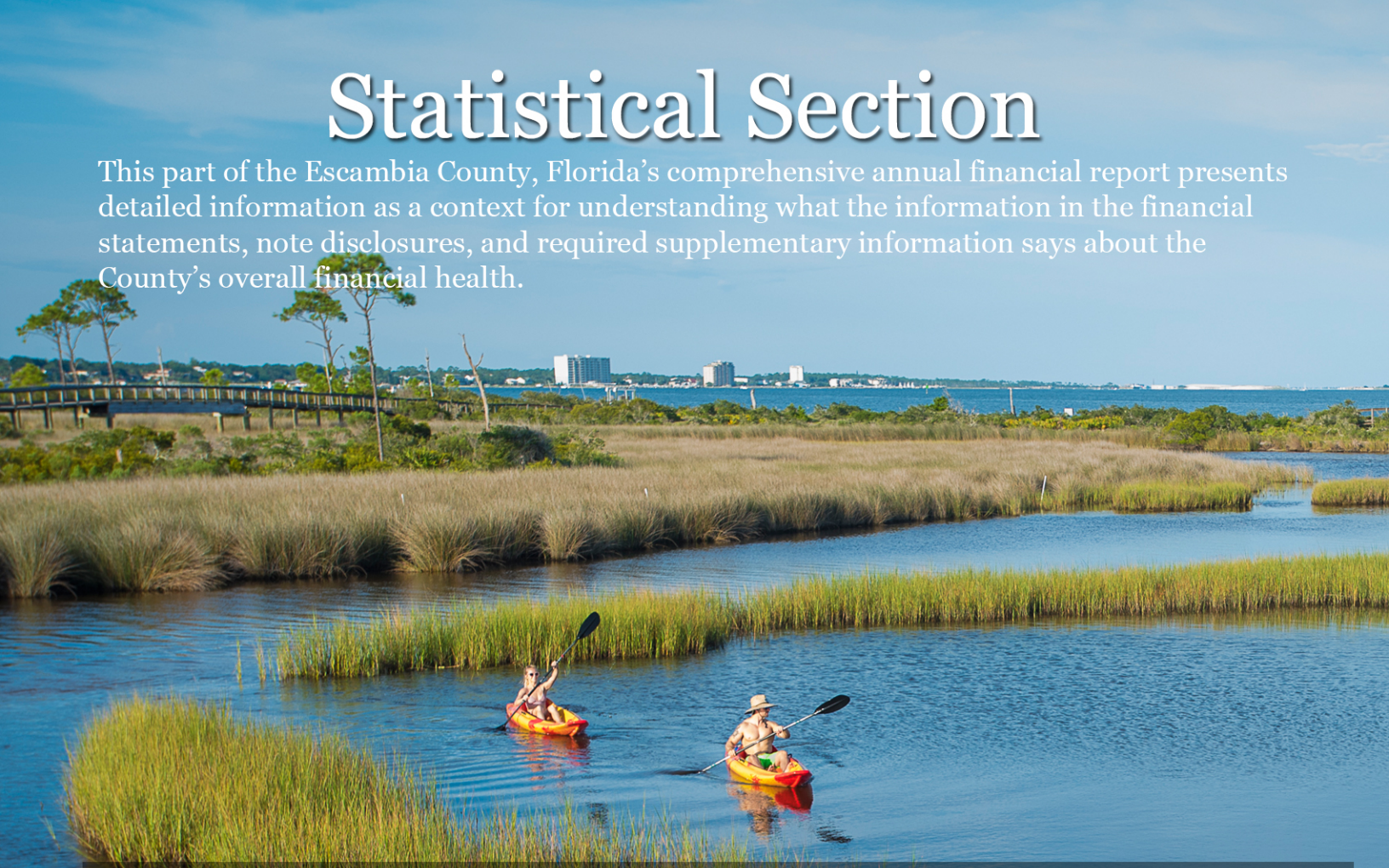
ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2018

AGENCY COMBINED TOTALS

	Balance 10/01/17	Additions	Deductions	Balance 09/30/18
ASSETS				
Cash and Cash Equivalents	$ 8,775,278	$ 1,672,225,197	$ 1,671,293,287	$ 9,707,188
Accounts Receivable	477,035	46,707,445	46,761,923	422,557
Total Assets	$ 9,252,313	$ 1,718,932,642	$ 1,718,055,210	$ 10,129,745
LIABILITIES				
Accounts Payable	$ -	$ 133,642	$ 133,642	$ -
Due to Other Governments	3,468,209	42,161,594	41,536,450	4,093,353
Due to Individuals	2,360,146	422,995,369	422,921,303	2,434,212
Other Current Liabilities	3,423,958	22,061,964	21,883,742	3,602,180
Total Liabilities	$ 9,252,313	$ 487,352,569	$ 486,475,137	$ 10,129,745

Statistical Section

This part of the Escambia County, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the County's overall financial health.



Financial Trends
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity
These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

Debt Capacity
These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

Operating Information
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the County provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant years.


ESCAMBIA COUNTY
FLORIDA

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2018	2017*	2016	2015
Governmental activities				
Net investment in capital assets	$ 482,496	$ 463,840	$ 437,792	$ 436,375
Restricted	162,236	164,972	155,972	128,529
Unrestricted	(107,680)	(110,792)	(68,495)	(58,603)
Total governmental activities net position	537,052	518,020	525,269	506,301
Business-type activities				
Net investment in capital assets	50,808	49,735	47,463	51,827
Unrestricted	22,482	25,238	26,377	17,218
Total business-type activities net position	73,290	74,973	73,840	69,045
Primary government				
Net investment in capital assets	533,304	513,575	485,255	488,202
Restricted	162,236	164,972	155,972	128,529
Unrestricted	(85,198)	(85,554)	(42,118)	(41,384)
Total primary government net position	$ 610,342	$ 592,993	$ 599,109	$ 575,347

* As restated for change in Accounting Principle

Continued next page

2014*	2013	2012	2011	2010	2009
$ 442,851	$ 452,717	$ 458,089	$ 458,331	$ 445,075	$ 421,039
64,981	102,728	86,651	85,670	91,990	9,422
(22,759)	15,359	30,839	10,083	10,312	100,805
485,073	570,804	575,579	554,084	547,377	531,266
50,952	52,502	49,930	49,870	48,811	47,589
13,816	15,992	14,852	14,200	10,707	880
64,768	68,494	64,782	64,070	59,518	48,469
493,803	505,219	508,019	508,201	493,887	468,628
64,981	102,728	86,651	85,670	91,990	9,422
(8,943)	31,351	45,691	24,283	21,019	101,685
$ 549,841	$ 639,298	$ 640,361	$ 618,154	$ 606,896	$ 579,735

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2018**	**2017**	**2016**	**2015**
Governmental activities:				
General government	$ 69,239	$ 71,637	$ 59,270	$ 52,406
Public Safety	154,065	148,553	146,708	127,345
Physical environment	5,831	2,855	2,736	2,423
Transportation	49,239	48,569	56,118	51,235
Economic environment	15,180	14,088	12,461	11,486
Human services	3,011	2,679	2,602	2,689
Culture and recreation	14,177	9,957	10,248	9,140
Court related	11,426	12,583	11,686	12,955
Interest	6,491	4,574	3,277	3,441
Total governmental activities expenses	328,659	315,495	305,106	273,120
Business-type activities:				
Solid waste	10,443	10,110	10,143	9,956
Emergency medical services	15,099	13,616	12,678	10,978
Inspection fund	2,594	2,500	2,435	2,187
Bay Center	7,153	7,006	6,837	6,685
Total business-type activities expenses	35,289	33,232	32,093	29,806
Total primary government expenses	$ 363,948	$ 348,727	$ 337,199	$ 302,926
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,551	5,378	4,933	4,471
Public safety	21,538	22,684	19,472	17,998
Physical environment	16,897	15,806	15,707	17,732
Transportation	6,747	7,053	6,854	6,746
Economic environment	766	382	581	270
Culture/recreation	435	514	520	522
Court related	11,449	12,316	11,559	11,543
Operating grants and contributions	27,145	19,187	24,286	18,434
Capital grants and contributions	16,103	9,856	8,255	8,104
Total governmental activities program revenue	106,631	93,176	92,167	85,820
Business-type activities:				
Charges for services				
Solid waste	14,998	15,373	15,141	13,485
Emergency medical services	12,773	10,963	12,832	12,013
Inspection fund	2,890	2,622	2,581	2,262
Bay Center	5,101	4,564	4,975	4,409
Operating grants and contributions		-	-	-
Capital grants and contributions	125	155	161	735
Total business-type activities program revenue	35,887	33,677	35,690	32,904
Total primary government program revenues	$ 142,518	$ 126,853	$ 127,857	$ 118,724
Net (Expense)/Revenue				
Governmental activities	$ (222,028)	$ (222,319)	$ (212,939)	$ (187,300)
Business-type activities	598	445	3,597	3,098
Total primary government net expense	$ (221,430)	$ (221,874)	$ (209,342)	$ (184,202)

Continued next page

2014	2013	2012	2011	2010	2009
$ 63,252	$ 74,163	$ 67,918	$ 66,068	$ 58,525	$ 68,563
127,213	107,598	120,918	117,657	120,345	118,799
1,618	2,057	4,694	6,892	4,418	4,348
48,542	52,130	49,084	47,726	44,860	43,887
12,139	11,274	13,225	13,361	19,468	11,326
2,462	2,493	2,781	2,790	3,318	3,386
8,930	4,464	7,024	6,073	5,647	5,851
11,215	10,152	7,922	8,405	8,446	8,607
3,392	3,058	4,388	5,165	5,397	6,471
278,763	267,389	277,954	274,137	270,424	271,238
9,919	9,988	10,254	11,941	11,822	7,861
10,796	9,912	9,723	9,387	9,563	14,195
2,079	1,876	2,285	2,580	2,874	3,141
6,560	6,583	5,876	5,743	6,509	5,523
29,354	28,359	28,138	29,651	30,769	30,720
$ 308,117	$ 295,748	$ 306,092	$ 303,788	$ 301,193	$ 301,958
4,273	4,285	25,380	25,142	25,084	26,578
17,947	17,725	18,629	17,679	17,469	14,589
14,935	13,582	2,625	2,364	2,566	2,452
6,509	6,249	1,254	1,444	1,241	1,023
380	321	6	42	5	18
494	380	397	300	311	266
10,021	6,674	2,791	3,070	3,007	9,930
18,946	19,239	45,950	32,687	31,039	15,183
10,655	4,813	10,683	11,704	27,450	33,056
84,160	73,268	107,716	94,432	108,172	103,096
13,618	11,998	11,674	12,489	11,681	9,830
12,158	11,454	9,386	11,548	13,924	14,074
2,299	2,091	1,970	1,904	1,829	1,997
4,558	3,905	3,735	3,490	3,974	3,473
103	2	236	14	107	6
131	1,556	92	718	1,624	972
32,867	31,006	27,093	30,163	33,138	30,352
$ 117,027	$ 104,274	$ 134,809	$ 124,595	$ 141,310	$ 133,448
$ (194,603)	$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)	$ (168,142)
3,513	2,647	(1,046)	512	2,369	(369)
$ (191,090)	$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)	$ (168,511)

Schedule 3
Escambia County, Florida

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2018	2017	2016	2015
General Fund:				
Nonspendable	$ 753	$ 694	$ 644	$ 4,292
Restricted		-	-	-
Committed		-	-	-
Assigned	15,268	16,297	18,952	17,911
Unassigned	34,190	30,149	27,682	25,536
Total general fund	50,211	47,140	47,278	47,739
All Other Governmental Funds:				
Nonspendable	$ 501	563	17,954	10,118
Restricted	239,658	244,779	138,898	124,568
Committed	17,377	17,115	14,916	16,121
Assigned	-	-	-	-
Unassigned	(9,546)	(9,820)	(8,204)	(6,240)
Total all other governmental funds	247,990	252,637	163,564	144,567
Total all governmental funds	$ 298,201	$ 299,777	$ 210,842	$ 192,306

	Fiscal Year	
	2010	2009
General Fund:		
Reserved	$ 1,458	$ 1,529
Unreserved	31,274	31,636
Total general fund	32,732	33,165
All Other Governmental Funds:		
Reserved	52,433	56,106
Unreserved, reported in:		
Special revenue funds	17,321	14,431
Debt service fund	-	-
Capital projects funds	39,352	38,056
Total all other governmental funds	109,106	108,593
Total all governmental funds	$ 141,838	$ 141,758

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

2014	2013	2012	2011
$ 4,367	$ 4,805	$ 5,021	$ 579
-	52	-	-
-	-	-	-
10,073	8,402	4,908	903
23,647	19,361	16,868	27,954
38,087	32,620	26,798	29,437
5,609	2,567	7,776	18,896
123,349	99,764	86,651	85,670
14,267	13,545	9,100	8,418
-	-	8,777	7,655
(3,836)	(3,980)	(6,088)	(18,135)
139,389	111,896	106,216	102,504
$ 177,476	$ 144,516	$ 133,014	$ 131,941

Schedule 4
Escambia County, Florida

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	2018	2017	2016	2015
REVENUES				
Taxes	$ 190,782	$ 180,220	$ 177,312	$ 173,928
Permits, fees and special assessments	19,127	19,048	15,966	16,027
Franchise fees	15,461	14,747	14,883	15,140
Intergovernmental revenue	83,736	67,034	70,451	62,617
Charges for services	23,908	25,441	23,968	23,618
Fines and forfeits	2,376	2,900	2,529	2,606
Investment income	3,337	2,059	2,620	2,504
Miscellaneous	5,794	5,615	6,492	9,820
Total revenues	344,521	317,064	314,221	306,260
EXPENDITURES				
General government	57,291	55,134	55,544	53,032
Public safety	136,213	132,449	132,149	124,781
Physical environment	8,486	3,385	2,110	4,173
Transportation	33,702	33,724	34,398	30,601
Economic environment	14,959	14,635	12,322	11,227
Human services	2,793	2,449	2,549	2,686
Culture and recreation	9,221	8,320	7,677	7,450
Court-related	11,180	11,286	10,541	11,693
Debt service:				
Principal	8,024	7,343	7,160	6,812
Interest	6,706	3,961	3,127	3,290
Bond issuance costs	-	552	-	-
Capital outlay	60,203	42,054	27,418	34,970
Total expenditures	348,778	315,292	294,995	290,715
Excess of revenues over (under) expenditures	(4,257)	1,772	19,226	15,545
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	-	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	-	78,060		
Premium(Discount)Notes/Bonds	-	10,682		
Notes issued	-	-	-	-
Proceeds from the sale of capital assets				
Payments made to bond escrow agents	-	-	-	-
Insurance recoveries	-	-	-	-
Transfers in	36,849	24,865	22,053	21,251
Transfers out	(34,167)	(26,444)	(22,743)	(21,966)
Total other financing sources (uses)	2,682	87,163	(690)	(715)
Net change in fund balances	$ (1,575)	$ 88,935	$ 18,536	$ 14,830
Debt service as a percentage of noncapital expenditures	5.28%	4.27%	3.95%	4.09%

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Fiscal Year					
2014	2013	2012	2011	2010	2009
$ 161,956	$ 149,265	$ 153,137	$ 157,787	$ 152,344	$ 158,587
13,916	13,546	12,893	12,074	12,180	11,365
14,608	13,308	13,372	13,811	14,109	13,809
62,337	57,770	81,844	68,947	85,534	59,002
21,677	18,111	17,627	17,218	16,885	18,612
2,407	2,262	1,145	1,207	990	3,757
1,344	418	3,415	1,395	1,042	3,126
11,935	8,992	5,180	10,453	6,987	16,401
290,180	263,672	288,613	282,892	290,071	284,659
56,079	58,979	59,147	61,209	51,716	59,419
119,698	103,464	112,270	112,160	108,184	113,003
1,731	2,279	5,251	6,432	5,490	4,831
27,584	26,812	26,183	26,172	23,898	24,615
12,796	10,419	12,517	13,428	18,973	11,731
2,337	2,079	2,254	2,323	2,786	2,872
6,867	2,271	1,556	2,186	1,409	1,645
10,071	9,132	9,308	9,576	9,603	9,533
4,397	3,526	3,670	3,998	13,052	6,168
3,241	3,148	4,388	5,165	5,397	6,471
-	-	-	-	-	-
32,156	32,279	50,446	42,539	46,438	37,920
276,957	254,388	286,991	285,188	286,946	278,208
13,223	9,284	1,622	(2,296)	3,125	6,453
-	8,406	48,880	-	-	-
-	-	48,040	-	-	-
		-	-	-	-
20,500	-	-	-	-	1,227
		-	-	-	-
-	(8,362)	(96,700)	-	-	-
-	-	749	301	308	2,312
18,331	18,256	36,443	26,941	35,798	40,548
(19,094)	(16,083)	(38,057)	(34,843)	(38,842)	(43,378)
19,737	2,217	(645)	(7,601)	(2,736)	709
$ 32,960	$ 11,501	$ 976	$ (9,897)	$ 389	$ 7,162
3.21%	3.08%	3.54%	4.06%	4.09%	5.46%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

Fiscal Year	Net Assessed Value of Real Property (1)			Personal Property (2)	Total	Total Direct Tax Rate
	Residential Property	Commercial and Industrial Property	Other Property			
2009	9,654,407	2,917,677	345,944	1,939,783	14,857,811	7.6605
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	7.6605
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	7.6605
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	7.6605
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	7.6605
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	7.6605
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	7.6605
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	7.6605
2017	10,935,245	2,980,222	361,561	1,872,431	16,149,459	7.6605
2018	11,727,822	3,150,769	384,934	2,036,817	17,300,342	7.6605

Source: Escambia County Property Appraiser
www.escpa.org

(1) Taxable value of property subject to direct tax rate.

(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates


ESCAMBIA COUNTY
FLORIDA

Schedule 6
Escambia County, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(Rates per $1,000 of Assessed Value)
Millage rates levied for the fiscal year ending September 30

	Fiscal Year			
	2018	2017	2016	2015
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.3590
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685
Total direct rate	7.6605	7.6605	7.6605	7.6605
Overlapping:				
Escambia County School Board	6.3250	6.6310	6.8760	7.1130
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.0000
Northwest Florida Water Management	0.0338	0.0353	0.0366	0.0378
Town of Century	0.9204	0.9204	0.9732	0.9006
Total overlapping rates	13.5687	13.8762	14.1753	14.3409

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2014	2013	2012	2011	2010	2009
6.6165	6.9755	6.9755	6.9755	6.9755	6.9755
0.359	-	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	7.6605
7.557	7.558	7.821	7.860	7.860	7.720
4.2895	4.2895	4.2895	4.5395	4.5395	4.5395
2.000	2.000	2.000	2.000	2.000	2.000
0.039	0.040	0.040	0.045	0.045	0.045
0.9006	0.9048	0.9048	0.9048	0.823	0.817
14.7861	14.7921	15.0553	15.3493	15.2675	15.1215

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2018			Fiscal Year 2009		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 676,873	1	3.91%	$ 445,543	1	1.61%
International Paper Corp	276,109	2	1.60%	401,419	2	1.45%
West FL Medical/ Regional Medical Ctr	108,241	3	0.63%	95,449	8	0.35%
Ascend Performance Material*	114,473	4	0.66%	193,348	3	0.70%
Simon Debar/Simon Prop/Univer	69,358	5	0.40%			
Navy Federal Credit Union	153,978	6	0.89%			
Walmart/Sams	74,796	7	0.43%	67,684	10	0.24%
Pensacola Christian Colledge				118,726	7	0.43%
City of Pensacola	227,417	8	1.31%	121,493	6	0.44%
Bellsouth Tele/Southern Bell	39,179	9	0.23%	78,912	9	0.29%
Pensacola POB/Baptist	143,951	10	0.83%	154,557	5	0.56%
Sacred Heart Health Systems				186,377	4	0.67%
Total	$ 1,884,375		10.89%	$ 1,863,508		6.74%
	(1) $ 17,300,342			(1) $ 27,645,315		

Sources:
Escambia County Tax Roll compiled by the Escambia County Property Appraiser
www.escpa.org
Tangible personal property records on file in the Escambia County Tax Collector's office.
www.escambiataxcollector.com

(1) Total Estimated Assessed Value Countywide per Schedule 5

*Formerly Solutia, Inc.

Schedule 8
Escambia County, Florida

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections Received from Prior Year Levies		Total Collections to Date	
		Amount	Percentage of Original Levy			Amount	Percentage of Levy
2009	111,259,343	105,074,368	94.44%	214,915		105,289,283	94.63%
2010	107,040,913	100,137,279	93.55%	3,248,703		103,385,982	96.59%
2011	101,512,715	93,343,444	91.95%	12,084,191	**(1)**	105,427,635	103.86%
2012	99,330,134	99,249,940	99.92%	432,641		99,682,581	100.35%
2013	100,092,915	94,930,127	94.84%	188,794		95,118,921	95.03%
2014	101,167,730	100,380,170	99.22%	695,427		101,075,597	99.91%
2015	106,013,064	103,697,542	97.82%	5,150,838	**(2)**	108,848,380	102.67%
2016	110,249,860	106,512,637	96.61%	3,178,435	**(3)**	109,691,072	99.49%
2017	114,962,306	109,851,250	95.55%	199,525		110,050,775	95.73%
2018	114,962,306	109,213,921	95.00%	693,027		109,906,948	95.60%

Note: Property Tax data includes County wide and Municipal Services Taxing Units only.
Data does not include the Escambia County School Board.

(1) 2011 Collections received from prior year levies include $10,606,316 for collections held in reserve pending the outcome of court litigation.

(2) 2015 Collectionsreceived from prior year levies include $4,463,110 for collections held in reserve pending the outcome of court litigation.

(3) 2016 Collections received from prior year levies include $2,938,543 for collections held in reserve pending the outcome of court litigation.

Schedule 9
Escambia County, Florida

SCHEDULE OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

	Governmental Activities				Business Activities	
Fiscal Year	Bonds	Unamortized Bond Issue Premiums (2)	Capital Leases	Notes	Bonds	Notes
2009	$ 111,930,000	$ -	$ 1,164,512	$ 9,005,000	$ -	$ -
2010	108,540,000	-	507,504	-	-	-
2011	105,050,000	-	-	-	-	-
2012	56,680,000	-	-	48,040,000	-	-
2013	47,545,000	-	-	53,660,000	-	-
2014	46,780,000	-	-	70,528,000	-	-
2015	44,820,000	-	-	65,676,000	-	-
2016	42,610,000	-	-	60,726,000	-	-
2017	118,395,000	10,593,411	-	55,658,000	-	-
2018	115,545,000	10,228,121	-	50,484,000	-	-

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 16 for more Demographic and Economic Statistics. Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 16.

(2) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017.

Continued next page

Total Outstanding Debt	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita Income (1)
$ 122,099,512	1184.25%	297,015	$ 411	0.028%
109,047,504	1034.68%	297,619	366	0.032%
105,050,000	950.88%	299,653	351	0.035%
104,720,000	913.59%	304,191	344	0.036%
101,205,000	856.63%	377,753	268	0.038%
117,308,000	1036.24%	309,034	380	0.031%
110,496,000	925.04%	311,003	355	0.035%
103,336,000	828.30%	315,187	328	0.038%
184,646,411	1256.91%	313,512	589	0.025%
176,257,121	1199.80%	313,512	562	0.027%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2018

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	115,545,000	100.00%
Escambia County - Revenue Notes		50,484,000	100.00%
Escambia County - Unamortized Bond Issue Premiums (3)		10,228,121	100.00%
Total Direct Debt	$	176,257,121	

Overlapping:

County Governments are encouraged, but not required to present information about Direct or Overlapping Debt. Overlapping debt is not presented.

Computation of Legal Debt Margin (2)

The Constitution of the State of Florida, Florida Statute 200.181 and Escambia County set no legal debt limit.

Note: Escambia County has no general obligation debt as of September 30, 2018.

(1) Source: Escambia County Government
(2) Source: Florida Statutes
(3) Unamortized Bond Issue Premium associated with the Sales Tax Revenue Bonds, Series 2017.


ESCAMBIA COUNTY
FLORIDA

Schedule 11
Escambia County, Florida

PLEDGED REVENUE COVERAGE

Last Ten Fiscal Years

	Sales Tax Bond/Note				Capital Improvement Bond/Note			
Fiscal Year	Half-Cent Sales Tax Revenues	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage	Covenant to Budget (1)	Debt Service Requirements Principal	Debt Service Requirements Interest	Coverage
2009	18,213,848	1,865,000	3,880,328	3.17	1,952,547	480,000	968,298	1.35
2010	18,089,862	1,925,000	3,824,378	3.15	2,136,856	495,000	952,938	1.48
2011	19,531,628	1,985,000	3,761,815	3.40	2,770,775	510,000	936,108	1.92
2012	19,793,471	2,050,000	3,695,318	3.45	2,423,968	530,000	917,748	1.67
2013	20,617,921	2,120,000	3,625,618	3.59	1,447,388	740,000	582,971	1.09
2014	21,735,479	1,775,000	2,227,994	5.43	2,337,204	1,445,000	891,904	1.00
2015	22,513,589	3,005,000	2,177,244	4.34	3,616,947	2,606,000	1,010,186	1.00
2016	23,418,049	3,280,000	2,092,212	4.36	3,616,913	2,667,000	948,587	1.00
2017	24,173,396	3,380,000	3,008,930	3.78	3,615,062	2,728,000	885,732	1.00
2018	25,920,787	3,480,000	2,018,744	4.71	7,936,484	3,295,000	4,640,982	1.00

(1) Covenant to budget and appropriate from available Non-ad valorem revenues.
(2) Operating Expenses are defined pursuant to the ordinance 89-7, as amended, providing authority to pledge Tourism tax revenues.

Continued next page

Tourist Development Tax Bond/Note

Tourist Development Tax Revenues	Less Operating Expense (2)	Net Available for Debt Service	Debt Service Requirements		Coverage
			Principal	Interest	
5,332,852	(3,371,913)	1,960,939	935,000	488,310	3.75
5,051,422	(1,700,000)	3,351,422	970,000	460,260	3.53
6,461,694	(1,974,810)	4,486,884	995,000	430,190	4.53
7,156,095	(1,400,000)	5,756,095	1,025,000	398,350	5.03
7,801,334	(1,200,000)	6,601,334	1,650,000	364,525	3.87
8,395,717	(1,300,000)	7,095,717	1,177,000	117,447	6.49
9,159,624	(1,300,000)	7,859,624	1,201,000	98,626	7.05
9,955,914	(1,300,000)	8,655,914	1,213,000	79,422	7.70
10,598,123	(1,300,000)	9,298,123	1,235,000	60,026	8.18
11,361,080	(1,300,000)	10,061,080	1,249,000	40,279	8.81


ESCAMBIA COUNTY
FLORIDA

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Seven Fiscal Years

Fiscal Year	Half-Cent Sales Tax Revenues (2)	Percentage Change
2012	19,793,471	1.3%
2013	20,617,921	4.2%
2014	21,735,479	5.4%
2015	22,513,589	3.6%
2016	23,418,049	4.0%
2017	24,173,396	3.2%
2018	25,920,787	7.2%

(1) The table sets forth the historical Sales Tax Revenues received by the county (net of amounts distributed to municipalities within the County) for the Fiscal Years Ending September 30, 2012 through 2018 (audited).

(2) The Amount of Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in tax rate and changes in the amount of Sales Tax Revenues deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2017 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State, deposited into the Trust Fund and then distributed to the County.

(3) In particular, the share of the Sales Tax Revenues deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the incorporated and unincorporated areas with in the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.

Schedule 13
Escambia County, Florida

PRO FORMA DEBT SERVICE COVERAGE FROM SALES TAX REVENUES

Last Seven Fiscal Years

	Fiscal Year Ended September 30,			
	2018	**2017**	**2016**	**2015**
Sales Tax Revenue	$ 25,920,787	$ 24,173,396	$ 23,418,049	$ 22,513,589
Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	9,572,827	9,572,824	9,572,824	9,572,824
Sales Tax Revenue coverage of Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	2.71 x	2.53 x	2.45 x	2.35 x

(1) The coverage table compares the historical Sales Tax Revenues to the pro forma aggregate maximum annual debt service on the Series 2011 bond, the Series 2012 Note and the Series 2017 Bonds. The pro forma aggregate maximum annual debt service would occur in Fiscal Year 2024, based on the assumptions set forth below.

(1) Assumes that the Sales Tax Refunding Revenue Bond, Series 2011 matures on October 1, 2031 with no change in the interest rate of 3.06%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory redemption at the option of the owner of the Bond on October 1, 2026. Further, assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%, subject to adjustment as set forth in the resolution authorizing the same; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028.

Continued next page

2014		2013		2012	
$ 21,735,479		$ 20,617,921		$ 19,793,471	
9,572,824		9,572,824		9,572,824	
2.27	x	2.15	x	2.07	x

Schedule 14
Escambia County, Florida

HISTORICAL NON-AD VALOREM REVENUE (1)

Last Five Fiscal Years

	Fiscal Year Ended September 30,		
	2018	**2017**	**2016**
Charges for Other Services	$ 23,908,299	$ 25,441,094	$ 23,968,246
Half-Cent Sales Tax	25,920,787	24,173,396	23,418,049
Electric Franchise Fee	11,877,215	11,353,718	11,540,341
Communication Services Tax	2,467,712	2,461,336	2,659,111
State Revenue Sharing	8,883,539	8,477,607	8,168,290
Reimbursement of Indirect Costs	3,259,281	3,355,784	2,866,294
Investment Income	3,336,558	2,058,847	2,619,591
Miscellaneous	5,794,200	5,607,165	6,492,126
Permits & Fees	381,468	327,086	331,995
Judgements & Fines	2,376,467	2,900,280	2,528,843
Excess Fees - Constitutional Officers	1,837,347	1,954,195	1,146,715
Other Non-enterprise, Non-Ad Valorem	144,571,076	118,902,982	118,790,108
TOTALS	$ 234,613,949	$ 207,013,490	$ 204,529,709

(1) The table sets forth the sources and total amounts of Non-Ad Valorem Revenue of the county for the Fiscal Years ended September 30, 2014 through 2018 (audited).

Continued next page

2015	2014
$ 23,617,512	$ 21,677,255
22,513,589	21,735,479
11,830,914	11,273,510
2,737,529	2,661,569
7,949,431	7,357,972
2,727,676	2,143,749
2,503,613	1,343,694
9,819,968	11,934,939
259,021	235,927
2,605,545	2,406,901
1,663,774	1,889,212
109,182,868	109,721,231
$ 197,411,440	$ 194,381,438

Schedule 15
Escambia County, Florida

DEBT SERVICE REQUIREMENTS FROM NON-AD VALOREM REVENUES (1)

Last Five Fiscal Years

	Fiscal Year Ended September 30,				
	2018 (2)	**2017 (2)**	**2016**	**2015**	**2014**
Total Governmental Fund Revenues	344,520,897	317,064,265	314,220,781	306,259,820	290,180,326
Less Ad Valorem Revenues	(109,906,948)	(110,050,775)	(109,691,072)	(108,848,380)	(95,798,888)
Non-Ad Valorem Revenues	234,613,949	207,013,490	204,529,709	197,411,440	194,381,438
Essential Expenditures					
General Government	(57,290,782)	(55,134,177)	(55,543,552)	(53,031,820)	(56,078,759)
Public Safety	(136,212,623)	(132,448,931)	(132,149,155)	(124,781,265)	(119,698,436)
Total Essential Expenditures	(193,503,405)	(187,583,108)	(187,692,707)	(177,813,085)	(175,777,195)
Allocable Portion of Essential Expenditures	(131,773,133)	(122,474,331)	(122,171,215)	(114,616,201)	(117,746,866)
Revenues for Coverage	102,840,816	84,539,159	82,358,494	82,795,239	76,634,572
Total Maximum Annual Debt Service (2)	14,780,583	14,477,293	10,285,572	10,285,572	10,285,572
Coverage	6.96 x	5.84 x	8.01 x	8.05 x	7.45 x

(1) The coverage table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion or a covenant to budget an appropriate Non-Advalorem Revenues.

(2) The Total Maximum Annual Debt Services for 2018 and 2017 includes the refunded obligations on November 28, 2018, subsequent event as described in the notes to financial statements on page 96-97 of the CAFR.

Schedule 16
Escambia County, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Year	Population (1)	Median Age (2)	Per Capita Personal Income (1)	Personal Income *(thousands of dollars)* (3)	School Enrollment (4)	Unemployment Rate (1)
2009	297,015	38.4	34,713	10,310,282	40,325	9.8%
2010	297,619	37.0	35,412	10,539,284	40,049	10.1%
2011	299,653	37.5	36,868	11,047,607	39,658	9.9%
2012	304,191	38.0	37,682	11,462,525	39,870	8.1%
2013	307,753	37.6	38,389	11,814,330	40,082	6.5%
2014	309,034	37.6	36,632	11,320,533	43,010	6.1%
2015	311,003	37.3	38,408	11,945,003	42,082	5.2%
2016	315,187	36.9	39,582	12,475,732	39,284	5.1%
2017	313,512	37.2	46,858	14,690,545	39,859	4.0%
2018	313,512	37.1	46,858	14,690,545	39,078	3.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2018 Population was not available at the time of issue, and is based on 2017 data
2018 Per Capita Personal Income was not available at the time of issue, and is based on 2017 data
Unemployment Rate is monthly adjusted as of September
(2) University of West Florida HAAS Center www.haas.uwf.edu
(3) Personal income is a calculated amount based on population and per capita personal income.
(4) Escambia County School District - School Board Budget Department www.escambia.k12.fl.us

Schedule 17
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2018 (1)			2009 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	14,700	1	28.28%	15,790	1	35.36%
State government	7,500	2	14.43%	5,970	3	13.37%
Navy Federal Credit Union	7,101	3	13.66%			0.00%
Federal government	6,600	4	12.70%	7,403	2	16.58%
Baptist Health Care	6,633	5	12.76%	3,163	5	7.08%
Sacred Heart Health Systems	4,820	6	9.27%	5,000	4	11.20%
Gulf Power Company	1,744	7	3.35%	1,400	7	3.14%
West Florida Healthcare	1,200	8	2.31%	1,300	9	2.91%
Ascend Performance Materials	888	9	1.71%	1,400	8	3.14%
West Corporation	800	10	1.54%			0.00%
University of West Florida (State of FL)				1,231	10	2.76%
Lakeview Center (Baptist Health Care)				2,000	6	4.48%
International Paper						
Total Employees	51,986			44,657		

Source:
(1) Florida West Economic Development Alliace www.FloridaWestEDA.com and Florida Research and Economic Information Database Applications (Total Government) www.FREIDA.labormarketinfo.com
(2) Escambia County Comprehensive Annual Fiscal Report for the year ending 2009.


ESCAMBIA COUNTY
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Schedule 18
Escambia County, Florida

ESCAMBIA COUNTY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Number of Full Time Equivalent Employees as of September 30			
	2018	2017	2016	2015
General government				
Board of County Commissioners	200	215	177	197
Clerk of Circuit Court & Comptroller	42	41	41	53
Property Appraiser	70	70	70	70
Supervisor of Elections	15	15	13	13
Tax Collector	103	100	100	100
Public safety				
Board of County Commissioners	925	918	862	841
Sheriff	704	652	652	670
Physical environment				
Board of County Commissioners	63	67	65	66
Transportation				
Board of County Commissioners	324	225	229	197
Economic environment				
Board of County Commissioners	6	6	6	5
Human services				
Board of County Commissioners	30	29	43	43
Culture and recreation				
Board of County Commissioners	85	26	26	24
Court related				
Board of County Commissioners	14	14	13	7
Clerk of Circuit Court & Comptroller	108	119	118	117
Total	2,689	2,497	2,415	2,403

Source: Escambia County Government

Continued next page

2014	2013	2012	2011	2010	2009
192	211	198	197	207	166
53	55	54	53	53	53
75	70	70	69	69	78
13	15	15	14	15	19
103	103	89	89	89	91
810	373	379	379	398	300
645	1,079	1,102	1,094	1,103	1,122
105	103	98	104	105	87
192	196	194	190	199	198
4	-	-	-	-	5
30	29	27	28	26	34
25	26	25	24	26	21
6	4	4	3	3	8
116	117	125	130	130	133
2,369	2,381	2,380	2,374	2,423	2,315

Schedule 19
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2018	2017	2016	2015
General Government				
County residents per employee (1)	117	126	129	129
Public Safety				
Building permits -total value	unavailable	$ 228,500,135	$ 202,881,216	$ 160,326,832
Building permits - single & multi-family units	1,371	928	923	771
Total fire responses	18,440	16,683	14,317	15,320
Total permits issued	26,110	20,881	20,200	18,786
Total inspections performed	51,120	38,848	34,461	33,628
Code enforcement complaints	6,753	6,471	6,431	7,579
Emergency calls (ambulance)	58,653	51,464	46,881	41,537
Non-emergency calls (ambulance)	4,400	2,760	2,435	534
Total ambulance transports	40,288	36,595	36,442	35,225
911 calls - City	45,962	49,636	51,159	56,602
Arrests - City	3,697	3,301	3,039	3,176
Traffic violations - City	7,315	8,009	6,804	6,859
911 calls - County	50,468	50,661	50,536	42,402
Arrests - County	20,107	15,953	14,137	11,306
Traffic violations - County	23,255	32,381	22,559	12,014
Physical environment				
Solid waste managed at Perdido Landfill (tons)	396,444	411,452	334,027	257,778
Waste disposed of in the class I landfill (tons)	339,170	362,882	318,320	234,031
Tons of yard trash recycled	9,170	7,609	8,033	20,262
Tons of various recycled materials	47,520	40,053	4,924	3,380
Hazardous material disposed of (tons)	42	43	76	34
Transportation				
Passenger trips - fixed route services	1,445,102	1,578,305	1,443,463	1,490,282
Passenger trips - paratransit/demand services	101,579	92,820	87,558	87,355
Bob Sikes toll receipts	3,403,058	3,540,583	3,452,765	3,537,142
Culture and recreation				
Bay Center operating revenues	5,148,240	4,573,010	4,989,232	4,434,520
Parks & recreation park uses	127	78	73	69
Equestrian Center events	53	66	56	56
Lake Stone rentals	447	473	426	391
Naval Air Museum visitors	738,043	772,997	842,639	872,082
Students enrolled - University of West Florida	13,033	12,979	12,798	12,602
Students enrolled - Pensacola State College	8,824	8,651	8,229	9,022

N/A: Information not available
Sources: Various county departments, Pensacola Police Department, University of West Florida, Pensacola State College, and the Pensacola Naval Air Museum.

(1) General Government - County residents per employee is derived from total county population on Schedule 16 and total County government employees on Schedule 18

Continued next page

2014	2013	2012	2011	2010	2009
130	129	128	126	123	128
$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291	$ 69,389,475
915	787	623			
14,769	15,946	15,392	15,736	15,493	13,602
19,416	17,440	15,176	15,741	15,330	15,222
34,490	31,798	27,205	25,288	25,581	38,612
6,165	8,292	6,400	6,354	7,418	5,659
41,599	37,872	38,668	36,516	35,557	33,836
950	2,103	531	797	1,068	3,144
33,715	33,136	31,542	37,313	36,625	34,030
61,540	57,416	59,583	55,093	52,780	51,104
3,225	3,773	3,316	3,405	3,375	3,852
7,367	8,179	5,894	5,879	5,786	8,458
46,199	46,246	48,467	45,071	45,710	76,257
15,348	16,944	17,850	16,986	18,776	18,847
10,254	9,114	14,314	7,833	11,201	8,711
280,128	258,856	266,114	270,935	284,689	294,785
267,821	244,018	243,737	240,934	257,192	259,807
9,377	5,015	6,315	14,977	17,628	26,834
2,247	6,726	9,316	20,531	24,343	34,669
43	70	72	58	35	45
1,516,853	1,561,371	1,359,002	1,145,539	1,164,519	1,054,638
56,651	43,774	49,639	49,138	46,383	49,591
3,327,729	3,310,752	3,316,180	3,249,907	2,902,503	2,962,819
4,563,725	3,937,617	3,750,220	3,514,818	4,016,368	3,479,910
96	89	104	99	85	119
51	47	42	37	35	40
432	439	450	588	688	856
799,380	765,063	804,344	801,397	726,688	755,860
12,588	12,823	11,982	11,599	11,184	11,000
9,568	9,328	9,509	9,335	9,276	20,944

Schedule 20
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

	Fiscal Year			
	2018	2017	2016	2015
Function/Program				
General government				
Facilities - number	223	219	219	213
Facilities - square footage	2,410,929	2,344,323	2,357,518	2,515,675
Public Safety				
Road prison capacity	256	256	252	236
Work release facility capacity	438	412	380	380
Fire stations	21	22	22	22
Rescue vehicles (fire trucks, etc)	52	52	53	53
Ambulances	29	33	30	29
Mass transit bus/trolley	83	71	70	83
Sheriffs vehicles (marked/unmarked)	420	425	400	400
Sheriff substations	4	4	6	6
Physical environment				
Landfills in operation (accepting waste)	1	1	1	1
Beaches (miles)				
Pensacola (1)*	17	17	17	17
Perdido Key (2)*	13	13	13	13
Transportation				
Centerline miles of county roads				
Paved mileage	1,496	1,493	1,486	1,479
Unpaved mileage	69	70	75.15	80.09
Traffic signals	435	414	361	356
Bridges	148	150	150	165
Culture and recreation				
Athletic parks	16	16	16	16
Campgrounds	2	2	2	2
Community centers	16	16	16	16
Equestrian center	1	1	1	1
Neighborhood parks	82	82	82	82
Undeveloped parks	11	11	11	11
Beach access/boat ramps	21	21	21	21
Libraries (locations)	7	7	7	6

N/A: Information not available

Sources: Individual County departments

(1) Source: Santa Rosa Island Authority and Community & Environment Bureau

(2) Source: Community & Environment Bureau

* The number of miles were obtained according to a GIS based measurement and 2006 aerial photographs. This measurement is just an approximation and is subject to significant error. Barring disaster or land acquisition/creation, the miles of beach within the County should not change significantly from year-to-year.

Continued next page

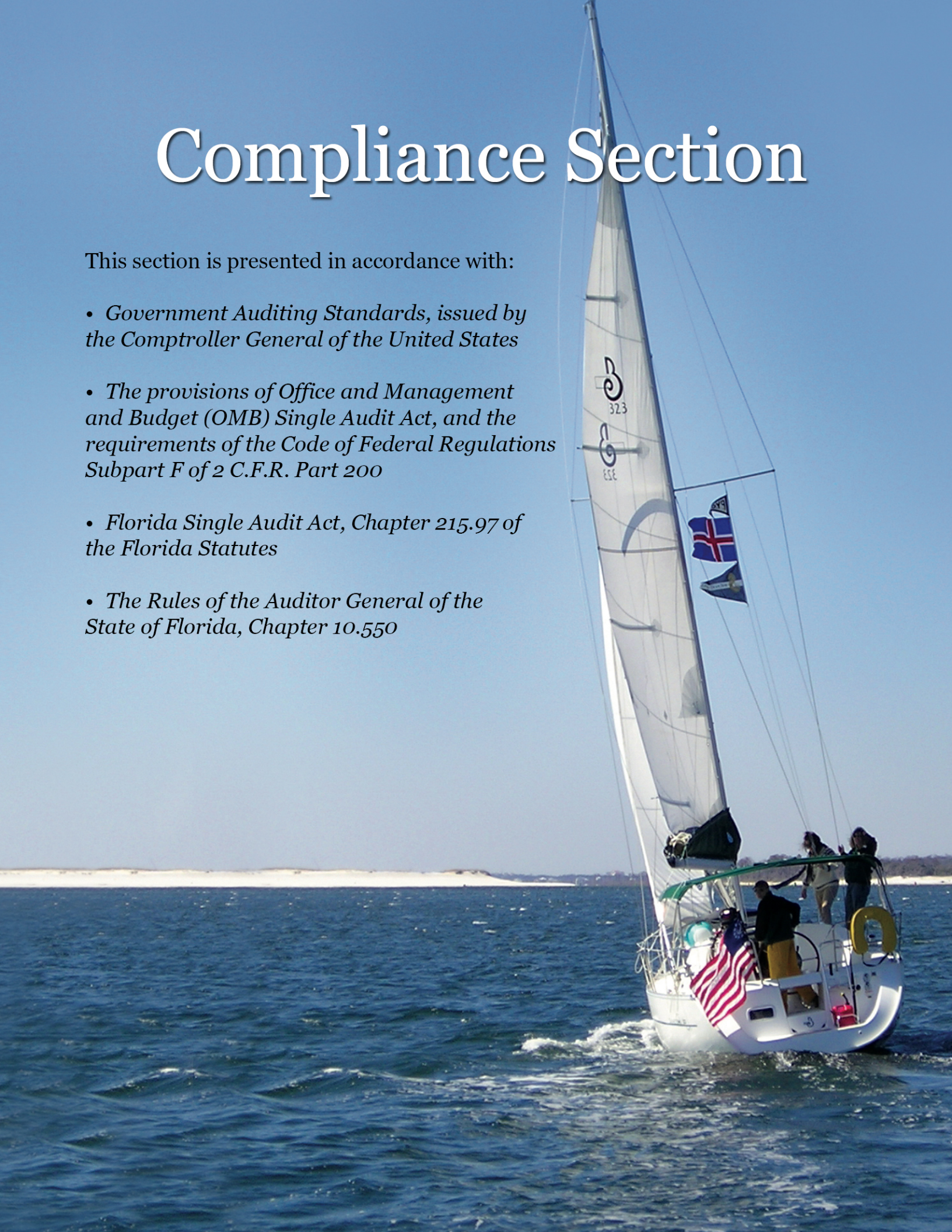
2014	2013	2012	2011	2010	2009
226	224	214	224	216	218
2,489,964	2,497,854	2,329,716	2,437,151	2,294,305	2,295,847
236	236	236	236	236	260
380	280	280	280	280	280
23	23	22	22	21	22
53	57	67	81	81	80
25	30	30	26	31	30
66	54	44	46	43	40
400	400	365	375	333	298
6	6	6	6	6	6
1	1	2	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,474	1,467.60	1,467.60	1,463.86	1,456.02	1,454.73
84.07	89.39	89.39	91.83	93.49	93.71
338	318	324	340	310	301
139	139	132	128	126	140
16	16	16	15	15	15
2	2	2	2	2	2
16	16	16	15	15	15
1	1	1	1	1	1
82	82	82	82	82	80
11	11	11	11	11	2
21	20	20	20	20	20
6	6	6	6	6	5


ESCAMBIA COUNTY
FLORIDA

Compliance Section

This section is presented in accordance with:

- *Government Auditing Standards, issued by the Comptroller General of the United States*
- *The provisions of Office and Management and Budget (OMB) Single Audit Act, and the requirements of the Code of Federal Regulations Subpart F of 2 C.F.R. Part 200*
- *Florida Single Audit Act, Chapter 215.97 of the Florida Statutes*
- *The Rules of the Auditor General of the State of Florida, Chapter 10.550*



Additional elements of the report are prepared in accordance with the Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of the Office of Management and Budget (OMB) and the Single Audit Act.; and the rules of the Auditor General of the State of Florida.

For fiscal years beginning on or after December 26, 2014, reports will be prepared in accordance with the requirements of the OMB Subpart F of 2 C.F.R. Part 200 (Uniform Guidance) which supersede the requirements of *Circular* A-133.

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Board of County Commissioners
Escambia County, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Escambia County, Florida, (hereinafter referred to as "County"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated February 20, 2019. Our report includes a reference to another auditor who audited the financial statements of the Santa Rosa Island Authority, as described in our report on the County's basic financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by the other auditor.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

Warren Averett
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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

The Honorable Board of County Commissioners
Escambia County, Florida

We have examined Escambia County, Florida's, (hereinafter referred to as the "the County") compliance with the following requirements for the year ended September 30, 2018:

(1) Florida Statute 218.415 in regards to investments.

(2) Florida Statute 288.8018 in regards to the Deepwater Horizon Oil Spill receipts and expenditures.

(3) Florida Statutes 365.172 and 365.173 in regards to use of E-911 revenues and expenditures.

Management is responsible for the County's compliance with those requirements. Our responsibility is to express an opinion on the County's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the County's compliance with specified requirements.

In our opinion, the County has complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

Warren Averett
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INDEPENDENT AUDITORS' REPORT ON THE SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL

The Honorable Board of County Commissioners
Escambia County, Florida

We have audited the financial statements of Escambia County, Florida as of and for the year ended September 30, 2018, and have issued our report thereon dated February 20, 2019 which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole.

The Schedule of Receipts and Expenditures of Funds related to the Deepwater Horizon Oil Spill on page 221 is presented for the purpose of additional analysis as required by Florida Statute 288.8018 and the Rules of the Auditor General Chapter 10.557(3)(f), and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

Escambia County, Florida

SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL
For the Fiscal Year Ended September 30, 2018

Source	Amount Received in the 2017 – 18 Fiscal Year	Amount Expended in the 2017 - 18 Fiscal Year
Office of Gulf Coast Restoration:		
RESTORE MYIP AWARD RDCGR08002-01-03	$ 37,364	$ 37,093
RESTORE MYIP AMENDMENTS AWARD RDCGR08042-01-00	$ 26,423	$ 26,423

Note: These funds related to the Deepwater Horizon Oil Spill are considered Federal awards and are reported on the Schedule of Expenditures of Federal Awards and State Financial Assistance under CFDA #21.015. The Schedule of Expenditures of Federal Awards and State Financial Assistance also includes $374,542 of expenditures of State financial assistance (included for CSFA # 37.081), that are related to the Deepwater Horizon Oil Spill. These state awards were audited as major projects.

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MANAGEMENT LETTER

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements Escambia County, Florida (hereinafter referred to as the "County"), as of and for the year ended September 30, 2018, and have issued our report thereon dated February 20, 2019.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550 *Rules of the Florida Auditor General*.

Other Reports Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550*, Rules of the Auditor General.* Disclosures in those reports and schedules, which are dated February 20, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the prior year.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the County has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the County did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the County's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management.

Unbilled EMS services at Year-End
During initial discussions with Management in regards to the Emergency Medical Services Fund, revenue was noted to be significantly understated from the prior year. Further discussions with Management revealed the billings were significantly behind as of year-end due to a change in software. The Public Safety Department changed software during the year, and the new software did not adequately support and integrate with the billing function.

As a result of the issues with the software transition, the billings for services performed in June through September 2018 were significantly delayed until February 2019. Based on the issues with billing through the new software, data from the new software was imported into the old software in order to complete the billing process. As of September 30, 2018, there were approximately $4 million in unbilled services net of contractual allowances.

The software transition process and subsequent additional billing transition process caused a significant use of resources, to include additional personnel time and positions, in order to maintain the billing function for EMS services provided. In addition, the cash flows and overall financial position of the EMS fund decreased during the year. For future software transitions, we recommend the County evaluate all potential processes impacted by the software to ensure an appropriate transition.

Special District Component Units

Section 10.554(1)(i)5.d, *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of the County provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the County in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such to include.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Board of County Commissioners
Escambia County, Florida

Report on Compliance for Each Major Federal Program and State Project
We have audited the compliance of Escambia County, Florida (hereinafter referred to as "County"), with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Compliance Supplement*, and the requirements described in the State of Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs and state projects for the year ended September 30, 2018. The County's major federal programs and state projects are identified in the summary of auditor results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal programs and state projects.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of the County's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550*, Rules of the Auditor General*. Those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the County's compliance with those requirements.

Opinion on Each Major Federal Program and State Project
In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2018.

Report on Internal Control over Compliance
Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Florida Department of Financial Services *State Projects Compliance Supplement*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General
We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Escambia County, Florida, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated February 20, 2019, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for the purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General.* Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
Gulf Coast Ecosystem Restoration Council				
Passed Through Florida Department of Environmental Protection:				
Gulf Coast Ecosystem Restoration Council Comprehensive Plan	87.051	RES04	11,201	-
U.S. Department of Agriculture				
Passed Through National Fish and Wildlife Foundation				
Cooperative Forestry Assistance	10.664	1301.14.044223	2,465	-
Passed Through Florida Department of Agriculture and Consumer Services:				
Cooperative Forestry Assistance	10.664	23858	6,310	-
			8,775	-
U.S. Department of Health and Human Services				
Passed Through Florida Department of Revenue:				
Child Support Enforcement	93.563	CST17	57,102	-
Child Support Enforcement	93.563	COC17	363,698	-
			420,800	-
Passed Through Big Bend Community Based Care, Inc.:				
Block Grants for Community Mental Health Services	93.958	A0150	43,502	-
U.S. Department of Homeland Security				
Passed Through Florida Division of Emergency Management:				
Flood Mitigation Assistance	97.029	16FM-J8-01-27-01-265	148,031	-
Flood Mitigation Assistance	97.029	18FM-S3-01-27-01-019	550	-
			148,581	-
Passed Through Florida Division of Emergency Management:				
Disaster Grants-Public Assistance	97.036	15SP-8Z-01-27-02-514	10,384,110	-
Passed Through Florida Division of Emergency Management				
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	68,340	-
Hazard Mitigation Grant	97.039	17HM-H4-01-27-01-314	409,005	-
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	2,072,887	-
			2,550,232	-
Direct Programs:				
Emergency Management Performance Grants	97.042	G0X22	113,062	-
Passed Through Florida Division of Emergency Management:				
Emergency Management Performance Grants	97.042	16-CC-S9-01-21-01-319	7,000	-
			120,062	-
Direct Programs:				
Homeland Security Grant Program	97.067	17-DS-V4-01-27-01-297	2,612	-
U.S. Department of Housing and Urban Development				
Direct Programs:				
Community Development Block Grant/Entitlement Grants	14.218	B-10-UC-12-0012	2,300	-
Community Development Block Grant/Entitlement Grants	14.218	B-17-UC-12-0012	455,208	-
Community Development Block Grant/Entitlement Grants	14.218	B-12-UC-12-0012	3,903	-
Community Development Block Grant/Entitlement Grants	14.218	B-13-UC-12-0012	21,056	-
Community Development Block Grant/Entitlement Grants	14.218	B-14-UC-12-0012	208,940	-
Community Development Block Grant/Entitlement Grants	14.218	B-15-UC-12-0012	154,130	-
Community Development Block Grant/Entitlement Grants	14.218	B-16-UC-12-0012	281,028	-
			1,126,565	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – (Continued)
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of Housing and Urban Development-Continued				
Direct Programs:				
Emergency Solutions Grant Program	14.231	E-16-UC-12-0012	111,839	-
Direct Programs:				
Home Investment Partnerships Program	14.239	M-17-DC-12-0225	82,656	38,135
Home Investment Partnerships Program	14.239	M-13-DC-12-0225	106,219	106,219
Home Investment Partnerships Program	14.239	M-14-DC-12-0225	223,514	111,515
Home Investment Partnerships Program	14.239	M-15-DC-12-0225	82,060	82,060
Home Investment Partnerships Program	14.239	M-16-DC-12-0225	194,896	194,070
			689,345	531,999
U.S. Department of the Interior				
Passed Through Florida Fish and Wildlife Conservation Commission:				
Sport Fish Restoration	15.605	14097	45,327	-
U.S. Department of Justice				
Direct Programs:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2016-DJ-BX-1080	51,475	-
U.S. Department of Transportation				
Passed Through Florida Department of Transportation:				
Highway Planning and Construction	20.205	G0I77	823,216	-
Highway Planning and Construction	20.205	G0B31	15,262	-
			838,478	-
Direct Programs:				
Federal Transit Capital Investment Grants	20.500	FL-04-0183-00	21,280	-
Direct Programs:				
Federal Transit Formula Grants	20.507	FL-90-X938-00	1,386,831	-
Federal Transit Formula Grants	20.507	FL-90-X759-00	223,777	-
Federal Transit Formula Grants	20.507	FL-90-X804-00	8,424	-
Federal Transit Formula Grants	20.507	FL-90-X728-00	188,233	-
Federal Transit Formula Grants	20.507	FL-90-X825-00	2,559	-
Federal Transit Formula Grants	20.507	FL-2018-088-00	578,414	-
Federal Transit Formula Grants	20.507	FL-90-X848-00	22,010	-
Federal Transit Formula Grants	20.507	FL-90-X877-00	27,496	-
Federal Transit Formula Grants	20.507	FL-2018-006	300,000	-
			2,737,744	-
Direct Programs:				
Bus and Facilities Formula Program	20.526	FL-34-0030-00	104	-
Bus and Facilities Formula Program	20.526	FL-34-0021-00	25,599	-
Bus and Facilities Formula Program	20.526	FL-2017-005-00	32,713	-
			58,416	-
Subtotal Federal Transit Cluster			2,817,440	-
Direct Programs:				
Enhanced Mobility for Seniors and Individuals with Disabilities	20.513	FL-1001-2016-8	238,365	-
Passed Through Florida Department of Transportation:				
Formula Grant for Rural Areas	20.509	ARL62	148,339	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – (Continued)
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Department of the Treasury				
Direct Program:				
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080002-01-00	37,093	-
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080042-01-00	26,423	-
			63,516	-
U.S. Election Assistance Commission				
Passed Through Florida Department of State:				
Help America Vote Act Requirements	90.401	MOA 2018-2019-0001-ESC	132,732	-
Help America Vote Act Requirements	90.401	MOA 2017-2018-0001-ESC	35,618	-
Help America Vote Act Requirements	90.401	MOA 2018-2019-002-ESC	12,304	-
			180,654	-
U.S. Environmental Protection Agency				
Passed Through Florida Division of Emergency Management:				
Nonpoint Source Implementation Grants	66.460	G0409	599,662	-
Direct Program:				
Gulf of Mexico Program	66.475	D43616	211,990	-
TOTAL FEDERAL AWARDS			$ 20,812,870	$ 531,999
Executive Office of the Governor				
Direct Programs:				
Emergency Management Programs	31.063	19-BG-21-01-27-01-024	$ 7,664	$ -
Emergency Management Programs	31.063	18-BG-83-01-27-01-016	65,103	-
			72,767	-
Direct Program:				
Emergency Management Projects	31.067	18-CP-11-01-27-01-105	11,937	-
Passed Through Enterprise Florida, Inc.:				
Defense Infrastructure Grant	31.003	DIG-11-10	116,561	-
Florida Department of Agriculture and Consumer Services				
Direct Program:				
Mosquito Control	42.003	022283	21,471	-
Florida Department of Economic Opportunity				
Passed Through Enterprise Florida, Inc.:				
Local Economic Development Initiatives	40.012	13-10	200,000	-
Local Economic Development Initiatives	40.012	14-07	16,576	-
			216,576	-
Florida Department of Environmental Protection				
Direct Program:				
Statewide Surface Water Restoration and Wastewater Projects	37.039	S0878	450,862	-
Direct Programs:				
Early Restoration Deepwater Horizon Oil Spill	37.081	S0779	35,306	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0705	16,404	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0927	322,832	-
			374,542	-

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE – (Continued)
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal and State Grantor/Pass-Through Grantor/Program Title	CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
Florida Department of Health				
Direct Program:				
County Grant Awards	64.005	C60	44,077	-
Florida Department of State and Secretary of State				
Direct Program:				
State Aid To Libraries	45.030	16-ST-93	127,415	-
Florida Department of Transportation				
Direct Program:				
Economic Development Transportation Projects - Road Fund	55.032	ART87	1,451,661	-
Passed Through Florida Department of Transportation:				
Economic Development Transportation Project Fund	55.032	G0G46	932,465	-
Economic Development Transportation Project Fund	55.032	G0U96	398,143	-
			2,782,269	-
Direct Program:				
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G0M39	441,837	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G0X22	153,486	-
			595,323	-
Direct Program:				
Public Transit Block Grant Program	55.010	G0G39	888,755	-
Direct Program:				
Transit Corridor Program	55.013	G0G38	443,739	-
Florida Fish and Wildlife Conservation Commission				
Direct Programs:				
Artificial Reef Grants Program	77.007	15104-A1	58,900	-
Artificial Reef Grants Program	77.007	15153	658,062	-
			716,962	-
Florida Housing Finance Corporation				
Direct Programs:				
State Housing Initiatives Partnership Program	40.901	2016 SHIP	1,160,290	-
State Housing Initiatives Partnership Program	40.901	2017 SHIP	628,501	50,000
State Housing Initiatives Partnership Program	40.901	2018 SHIP	625,643	-
			2,414,434	50,000
TOTAL STATE AWARDS			$ 9,277,690	$ 50,000
TOTAL FEDERAL AND STATE AWARDS			$ 30,090,560	$ 581,999

See accompanying notes to the schedule of expenditures of federal awards and state financial assistance.

ESCAMBIA COUNTY FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2018

NOTE A – BASIS OF PRESENTATION

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the federal and state grant activity of Escambia County, Florida under programs of the federal and state government for the year ended September 30, 2018. Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Escambia County, Florida did not elect to utilize the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C – MATCH

The County's match on Federal Transit Administration grants is received from the State of Florida as a non-cash award via Florida Toll Road Credits.

ESCAMBIA COUNTY FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

A. SUMMARY OF AUDITOR RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified Opinion
Internal control over financial reporting:	
Material weakness(es) identified?	_____ yes ___✔___ no
Significant deficiency (ies) identified that are not considered to be material weakness(es)?	_____ yes ___✔___ none reported
Noncompliance material to financial statements noted?	_____ yes ___✔___ no

FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

Internal control over major programs:	
Material weakness(es) identified?	_____ yes ___✔___ no
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	_____ yes ___✔___ none reported
Type of auditors' report issued on compliance for major programs:	Unmodified Opinion
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance or Chapter 10.550, Rules of the Auditor General?	_____ yes ___✔___ no

IDENTIFICATION OF MAJOR PROGRAM

Federal Program

CFDA No. 97.036 Disaster Grants-Public Assistance

Dollar threshold used to distinguish between type A and type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	___✔___ yes _____ no

A. SUMMARY OF AUDITOR RESULTS – (CONTINUED)

State Projects

CSFA No. 37.081 Early Restoration Deepwater Horizon Oil Spill
CSFA No. 55.001 Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program
CSFA No. 55.010 Public Transit Block Grant Program
CSFA No. 55.032 Economic Development Transportation Projects
CSFA No. 77.007 Artificial Reef Grants Program

Dollar threshold used to distinguish
between type A and type B programs: $ 300,000

B. FINANCIAL STATEMENT FINDINGS

There were no findings, which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS

There were no findings, which were required to be reported in accordance with the Uniform Guidance.

D. FINDINGS AND QUESTIONED COSTS - MAJOR STATE FINANCIAL ASSISTANCE

There were no findings, which were required to be reported in accordance with Chapter 10.550, *Rules of the Auditor General*.

Supporting Financial Statements

The following Statements and Compliance Reports are presented to demonstrate compliance with the rules of the Auditor General of the State of Florida:

Clerk of the Circuit Court and Comptroller
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector



FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SEPTEMBER 30, 2018

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA CLERK OF THE CIRCUIT COURT AND COMPTROLLER SEPTEMBER 30, 2018

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Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT

Honorable Pam Childers
Escambia County, Clerk of the Circuit Court and Comptroller

Report on the Financial Statements
We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida ("Clerk") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Clerk's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Clerk's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Clerk's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of each major fund and the aggregate remaining fund information of the Clerk, as of September 30, 2018, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the financial statements referred to above have been prepared for the purpose of complying with the Rules of the Auditor General, State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and aggregate remaining fund information, only for that portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Clerk. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2018, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules on pages 18 - 19 be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Clerk's financial statements. The accompanying combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of these financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Clerk's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards."*

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Clerk's internal control over financial reporting and compliance.

Warren Averett, LLC

November 28, 2018
Pensacola, Florida

Financial Statements

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2018

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 3,508,411	$ 3,013,057	$ 6,521,468
Due from other governmental units	-	52,229	52,229
Total assets	$ 3,508,790	$ 3,065,286	$ 6,574,076
LIABILITIES			
Accounts payable	$ 253,381	$ 324,669	$ 578,050
Contracts payable	30,085	-	30,085
Accrued liabilities	338,899	25,512	364,411
Due to other governmental units	2,781,743	247,973	3,029,716
Unearned revenue	44,393	-	44,393
Other current liabilities	60,289	-	60,289
Total liabilities	3,508,790	598,154	4,106,944
FUND BALANCES			
Restricted for:			
Records modernization technology	-	2,467,132	2,467,132
Total liabilities and fund balances	$ 3,508,790	$ 3,065,286	$ 6,574,076

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2018

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
REVENUES			
Intergovernmental	$ 302,540	$ 363,698	$ 666,238
Charges for services	5,891,242	620,030	6,511,272
Judgments, fines and forfeitures	1,545,435	-	1,545,435
Investment income	335,907	-	335,907
Miscellaneous revenue	367,098	-	367,098
Total Revenues	8,442,222	983,728	9,425,950
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,475,731	-	3,475,731
Operating expenditures	440,920	-	440,920
Capital outlay	8,150	-	8,150
Court related:			
Salaries and benefits	5,284,176	602,362	5,886,538
Operating expenditures	588,776	302,279	891,055
Capital outlay	133,743	383,801	517,544
Payments to State	674,450	-	674,450
Total Expenditures	10,605,946	1,288,442	11,894,388
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,163,724)	(304,714)	(2,468,438)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,834,814	-	2,834,814
Transfers out	(671,090)	-	(671,090)
Total Other Financing Sources and Uses	2,163,724	-	2,163,724
Net Change in Fund Balances	-	(304,714)	(304,714)
Fund Balances, October 1, 2017	-	2,771,846	2,771,846
Fund Balances, September 30, 2018	$ -	$ 2,467,132	$ 2,467,132

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF NET POSITION

SEPTEMBER 30, 2018

ASSETS	
Current assets:	
Cash and cash equivalents	$ 686,983
Total current assets	686,983
LIABILITIES	
Current liabilities:	
Compensated absences payable	68,698
Total current liabilities	68,698
Noncurrent Liabilities:	
Compensated absences payable	618,285
Total noncurrent liabilities	618,285
Total liabilities	686,983
NET POSITION	
Unrestricted	-
Total net position	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

YEAR ENDED SEPTEMBER 30, 2018

Operating revenues:	
Charges for services	$ 444,178
Total operating revenue	444,178
Operating expenses:	
Personnel services	444,178
Total operating expense	444,178
Operating income (loss)	-
Changes in net position	-
Net position-beginning	-
Net position-ending	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF CASH FLOWS

YEAR ENDED SEPTEMBER 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES		
Net reimbursement for personal services paid by Court Fund	$	(834)
Net increase (decrease) in cash and cash equivalents		(834)
Cash and cash equivalents, beginning of year		687,817
Cash and cash equivalents, end of year	$	686,983
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:		
Operating income (loss)	$	-
Increase (decrease) in compensated absences payable		(834)
Net cash provided by (used for) operating activities	$	(834)

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUND

SEPTEMBER 30, 2018

ASSETS	
Cash and cash equivalents	$ 5,360,479
Total Assets	$ 5,360,479
LIABILITIES	
Cash bonds payable	$ 452,817
Court registry payable	3,143,646
General trust payable	5,717
Due to other governments	25,175
Due to individuals	1,733,124
Total Liabilities	$ 5,360,479

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida, Clerk of the Circuit Court and Comptroller (the "Clerk") is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida.

For financial reporting purposes, the Clerk is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with the *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida that relate to transactions of the Clerk and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Clerk's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Clerk's major funds are defined as follows:

The ***General Fund*** – a governmental fund, is used to account for and report all financial resources of the Clerk not accounted for and reported in other funds.

The ***Public Records Modernization Fund -*** a special revenue fund, accounts for monies collected according to Chapter 28.24, Florida Statutes to be used exclusively for the purchase and maintenance of equipment, personal training, and technical assistance in modernizing the official records system and for funding court-related technology needs of the Clerk as defined in Chapter 29.008, Florida Statutes. Also included in the Special Revenue Fund are activities related to Title IV-D child support cases. Title IV-D funding provides assistance to the plaintiff and enforcement of collections through the Office of Child Support Enforcement.

1. Summary of Significant Accounting Policies *(Continued)*

Additionally, the Clerk reports the following fund types:

Agency Funds - are used to account for assets received and held by the Clerk as an agent for individuals, private organizations and other governments. Agency funds are custodial in nature. The Clerk has numerous agency funds for varying purposes.

Internal Service Fund – is a proprietary fund that accounts for the balances and activity related to the court-related personnel compensated absences policies.

C. Measurement focus and basis of accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements, and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period.

The Clerk considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Expenditures are recorded when the liability is incurred, except for compensated absences for non-court related activities, which are not recorded until paid by the General Fund. Court-related compensated absences are accrued when earned in the internal service fund.

The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or “financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities, and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues, inflows, and other financing sources) and decreases (expenditures, outflows, and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of “available spendable resources” during a period.

Proprietary funds (the internal service fund) are reported using the economic resources measurement focus and the accrual basis of accounting. Proprietary funds distinguish operating revenues and expenses from non-operating items. The principal operating revenues of the internal service fund are charges related to the Clerk’s court-related compensated absences activity.

Agency fund financial statements have no measurement focus but report assets and liabilities using the accrual basis of accounting.

Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Capital asset acquisitions are recorded as expenditures in governmental funds.

1. Summary of Significant Accounting Policies *(Continued)*

The preparation of financial statements in conformity with GAAP requires management to make use of estimates that affect the reported amounts in the financial statements and note disclosures. Actual results could differ from estimates.

D. Fund balance and flow assumptions

Fund balance at September 30, 2018, consists of the following:

Nonspendable fund balance - include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Nonspendable in governmental fund types typically are for inventories and prepaid items. As of September 30, 2018, the Clerk had no nonspendable fund balances.

Restricted fund balance – include amounts that can be spent only for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – include amounts that can only be used for the specific purpose determined by a formal action of the Clerk's highest level of decision-making authority. Commitments may be changed or lifted only by the Clerk taking the same formal action that imposed the constraint originally. As of September 30, the Clerk had no committed fund balances.

Assigned fund balance – include amounts intended to be used by the Clerk for specific purposes, but which do not meet any of the criterion to be considered either restricted or committed. As of September 30, 2018, the Clerk had no assigned fund balances.

Unassigned fund balance – is the residual classification of the general fund only and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Periodically, the Clerk may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Clerk's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

1. Summary of Significant Accounting Policies *(Continued)*

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) and intangible assets costing at least $5,000 are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated or amortized in Escambia County's government-wide financial statements. The Clerk maintains custodial responsibility for the capital assets used by the Clerk.

F. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned but unused sick leave, annual leave, and compensatory time, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable (related to governmental fund activities) based upon the Clerk's paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County's government-wide financial statements. That liability includes earned but unused vacation and sick time as well as FICA taxes and retirement contributions related thereto.

The court-related portion of compensated absences are recorded in the internal service fund, which was established to accumulate resources for such payment in future years.

G. Funding Provided by the State of Florida and Board of County Commissioners

The Clerk and Comptroller functions are funded by two primary sources, the State of Florida and the Board of County Commissioners.

The State provides operating funds for court-side activities of the Clerk through a State of Florida Clerk of Court Trust Fund. Clerks retain their revenues up to the budget amount appropriated from the Trust Fund. Also, any shortage of revenues up to the approved budget is funded by the Trust Fund. Excess revenues above the appropriation are returned to the State.

The Board of County Commissioners funds operating activities and capital expenditures for the comptroller functions. The Clerk submits a proposed budget to the Board for approval for each fiscal year. Funding by the Board is recorded as a "transfer out" in the financial statements of the County, and as a "transfer in" on the financial statements of the Clerk.

Florida Statutes require that the excess of the Board's appropriations (and other revenues) over expenditures be returned to the Board at the end of the fiscal year.

2. Cash deposits with financial institutions

Cash and cash equivalents are highly liquid investments with original maturities of three months or less when purchased. Investments are recorded at fair value.

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Clerk manages custodial credit risk by maintaining its deposits in financial institutions designated as “Qualified Public Depositories” by the State Treasurer.

The Clerk's cash deposits are held by banks which qualify as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. All of the Clerk’s deposits are fully insured by the Public Deposit Trust Fund.

At September 30, 2018, the reported amount of the Clerk’s deposits was approximately $12.8 million, and the bank balance was approximately $12.7 million, consisting entirely of cash and deposit accounts.

3. Interfund receivables, payables and transfers

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. At September 30, 2018 there were no interfund receivables or payables within the Clerk’s funds. Transfers consist of $2,834,814 of “transfers in” from the Board of County Commissioners and “transfers out” of excess budget and fees totaling $671,090.

4. Due from/to other governments

At September 30, 2018, due from other governments contains $52,229 due from the State for Title IV-D services. The due to other governments includes $1,026,652 payable to the Board of County Commissioners of which $671,090 was excess budget and fees.

Based on the legal opinion provided by Clerks of Court Operations Corporation general counsel of the provisions of Section 28.37(3), F.S., which was adopted as a policy by the CCOC Finance and Budget Committee, excess court-related funds of $718,530 have been included in due to other governments.

5. Retirement plan

The Clerk participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost–sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest 5 or 8 fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with 6 or more years of service, or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with 8 or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class.

5. Retirement plan *(Continued)*

Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Clerk and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Clerk's contributions to FRS for the years ended September 30, 2018, 2017 and 2016 were $689,477, $654,247, and $651,490, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2018, 2017, and 2016 were as follows:

	2018	2017	2016
Regular Class: Members not qualifying for other classes.	8.26%	7.92%	7.52%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	24.06%	22.71%	21.77%
Elected Officials Class: Certain elected county officials.	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.03%	13.26%	12.99%

Net Pension Obligation-Proportionate Share

The Clerk has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the Comprehensive Annual Financial Report of Escambia County, Florida.

6. Other post-employment benefits (OPEB), other than pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Clerk's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole, and not separately for the Clerk's Office. Accordingly, these calculations and disclosures can be found in the County's Comprehensive Annual Financial Report.

7. Risk management

The County has a risk management program to insure claims against the BOCC, Constitutional Officers, and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Clerk participated in the County's insurance program during fiscal year 2018 at a cost of $17,366. There also were no significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded the Clerk's insurance coverage in any of the past three fiscal years.

8. Litigation

From time to time, the Clerk may be involved as a defendant in certain litigation and claims arising from the ordinary course of operations. In the opinion of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Clerk.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 278,645	$ 278,645	$ 302,540	$ 23,895
Charges for services	5,422,524	5,422,524	5,891,242	468,718
Judgments, fines and forfeitures	1,515,000	1,515,000	1,545,435	30,435
Investment income	180,130	180,130	335,907	155,777
Miscellaneous	402,400	402,400	367,098	(35,302)
Total Revenues	7,798,699	7,798,699	8,442,222	643,523
EXPENDITURES				
Current:				
General government:				
Salaries and benefits	3,825,411	3,828,963	3,475,731	353,232
Operating expenditures	511,348	511,348	440,920	70,428
Capital outlay	-	-	8,150	(8,150)
Court related:				
Salaries and benefits	5,188,500	5,488,500	5,284,176	204,324
Operating expenditures	659,280	695,212	588,776	106,436
Capital outlay	445,422	109,490	133,743	(24,253)
Payments to State	-	-	674,450	(674,450)
Total Expenditures	10,629,961	10,633,513	10,605,946	27,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,831,262)	(2,834,814)	(2,163,724)	671,090
OTHER FINANCING SOURCES (USES)				
Transfers in	2,831,262	2,834,814	2,834,814	-
Transfers out	-	-	(671,090)	(671,090)
Total Other Financing Sources (Uses)	2,831,262	2,834,814	2,163,724	(671,090)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

PUBLIC RECORDS MODERNIZATION FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 512,475	363,698	$ 363,698	$ -
Charges for services	557,975	557,975	620,030	62,055
Judgments, fines and forfeitures	15,900	15,900	-	(15,900)
Miscellaneous revenue	100	100	-	(100)
Total Revenues	1,086,450	937,673	983,728	46,055
EXPENDITURES				
Current:				
Court related:				
Salaries and benefits	865,550	734,711	602,362	132,349
Operating expenditures	289,600	271,662	302,279	(30,617)
Capital outlay	526,256	526,256	383,801	142,455
Total Expenditures	1,681,406	1,532,629	1,288,442	244,187
Excess (Deficiency) of Revenues Over (Under) Expenditures	(594,956)	(594,956)	(304,714)	290,242
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out		-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(594,956)	(594,956)	(304,714)	290,242
Fund Balance, October 1, 2017	594,956	594,956	2,771,846	2,176,890
Fund Balance, September 30, 2018	$ -	$ -	$ 2,467,132	$ 2,467,132

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

Notes to Required Supplementary Information

The Clerk's Office operates under budget procedures pursuant to Florida Statutes. Annual budgets are legally adopted for the general fund and the public records modernization fund and are on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level. Budgetary changes within the funds are made at the discretion of the Clerk.

The proposed budget is also prepared, summarized, and submitted by the Clerk to the Florida Clerks of Court Operations Corporation. The proposed budget must provide detailed information on the anticipated revenues available and expenditures necessary for the performance of the court-related functions listed in Florida Statute 28.35(3)(a) of the Clerk's office.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING BALANCE SHEET
GENERAL FUND BY CATEGORY

SEPTEMBER 30, 2018

	General Fund	General Fund Court Services	Total General Fund
ASSETS			
Cash and cash equivalents	$ 1,689,153	$ 1,819,258	$ 3,508,411
Accounts receivable	379	-	379
Total assets	$ 1,689,532	$ 1,819,258	$ 3,508,790
LIABILITIES			
Accounts payable	$ 75,378	$ 178,003	$ 253,381
Contracts payable	28,175	1,910	30,085
Accrued liabilities	110,592	228,307	338,899
Due to other governmental units	1,418,923	1,362,820	2,781,743
Unearned revenue	41,109	3,284	44,393
Other current liabilities	15,355	44,934	60,289
Total liabilities	1,689,532	1,819,258	3,508,790
FUND BALANCES			
Restricted for:			
State court operations	-	-	-
Total fund balances	-	-	-
Total liabilities and fund balances	$ 1,689,532	$ 1,819,258	$ 3,508,790

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2018

	General Fund	General Fund Court Services	Total General Fund
REVENUES			
Intergovernmental	$ -	$ 302,540	$ 302,540
Charges for services	1,761,077	4,130,165	5,891,242
Judgments, fines and forfeitures	-	1,545,435	1,545,435
Investment income	-	335,907	335,907
Miscellaneous revenue	-	367,098	367,098
Total Revenues	1,761,077	6,681,145	8,442,222
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,475,731	-	3,475,731
Operating expenditures	440,920	-	440,920
Capital outlay	8,150	-	8,150
Court related:			
Salaries and benefits	-	5,284,176	5,284,176
Operating expenditures	-	588,776	588,776
Capital outlay	-	133,743	133,743
Payments to State	-	674,450	674,450
Total Expenditures	3,924,801	6,681,145	10,605,946
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,163,724)	-	(2,163,724)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,834,814	-	2,834,814
Transfers out	(671,090)	-	(671,090)
Total Other Financing Sources and Uses	2,163,724	-	2,163,724
Net Change in Fund Balances	-	-	-
Fund Balances, October 1, 2017	-	-	-
Fund Balances, September 30, 2018	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

GENERAL FUND
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL-
GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts		
	Original	Final	Actual
REVENUES			
Intergovernmental	$ -	-	$ -
Charges for services	1,505,497	1,505,497	1,761,077
Judgments, fines and forfeitures	-	-	-
Investment income	-	-	-
Miscellaneous revenue	-	-	-
Total Revenues	1,505,497	1,505,497	1,761,077
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,825,411	3,828,963	3,475,731
Operating expenditures	511,348	511,348	440,920
Capital outlay		-	8,150
Court related:			
Salaries and benefits	-	-	-
Operating expenditures	-	-	-
Capital outlay	-	-	-
Payments to State	-	-	-
Total Expenditures	4,336,759	4,340,311	3,924,801
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,831,262)	(2,834,814)	(2,163,724)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,831,262	2,834,814	2,834,814
Transfers out	-	-	(671,090)
Total Other Financing Sources (Uses)	2,831,262	2,834,814	2,163,724
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2017	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

GENERAL FUND
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL- GENERAL FUND BY CATEGORY

YEAR ENDED SEPTEMBER 30, 2018

	General Fund - Court Services			Total General Fund			
	Budgeted Amounts			Budget Amounts			Variance with Final Budget Positive
	Original	Final	Actual	Original	Final	Actual	(Negative)
REVENUES							
Intergovernmental	$ 278,645	278,645	$ 302,540	$ 278,645	$ 278,645	$ 302,540	$ 23,895
Charges for services	3,917,027	3,917,027	4,130,165	5,422,524	5,422,524	5,891,242	468,718
Judgments, fines and forfeitures	1,515,000	1,515,000	1,545,435	1,515,000	1,515,000	1,545,435	30,435
Investment income	180,130	180,130	335,907	180,130	180,130	335,907	155,777
Miscellaneous revenue	402,400	402,400	367,098	402,400	402,400	367,098	(35,302)
Total Revenues	6,293,202	6,293,202	6,681,145	7,798,699	7,798,699	8,442,222	643,523
EXPENDITURES							
Current:							
General government:							
Salaries and benefits	-	-	-	3,825,411	3,828,963	3,475,731	353,232
Operating expenditures	-	-	-	511,348	511,348	440,920	70,428
Capital outlay	-	-	-	-	-	8,150	(8,150)
Court related:							
Salaries and benefits	5,188,500	5,488,500	5,284,176	5,188,500	5,488,500	5,284,176	204,324
Operating expenditures	659,280	695,212	588,776	659,280	695,212	588,776	106,436
Capital outlay	445,422	109,490	133,743	445,422	109,490	133,743	(24,253)
Payments to State	-	-	674,450	-	-	674,450	(674,450)
Total Expenditures	6,293,202	6,293,202	6,681,145	10,629,961	10,633,513	10,605,946	27,567
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	(2,831,262)	(2,834,814)	(2,163,724)	671,090
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	2,831,262	2,834,814	2,834,814	-
Transfers out	-	-	-	-	-	(671,090)	(671,090)
Total Other Financing Sources (Uses)	-	-	-	2,831,262	2,834,814	2,163,724	(671,090)
Net Change in Fund Balance	-	-	-	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

SEPTEMBER 30, 2018

	Agency Funds				
	Court Registry	Juror and Witness	Restitution	General Trust	TOTAL
ASSETS					
Cash and cash equivalents	$ 4,838,271	$ 35,992	$ 27,682	$ 458,534	$ 5,360,479
Total Assets	$ 4,838,271	$ 35,992	$ 27,682	$ 458,534	$ 5,360,479
LIABILITIES					
Cash bonds payable	$ -	$	$	$ 452,817	$ 452,817
Court registry payable	3,143,646	-	-	-	3,143,646
General trust payable	-	-	-	5,717	5,717
Due to other governments	-	25,175	-	-	25,175
Due to individuals	1,694,625	10,817	27,682	-	1,733,124
Total Liabilities	$ 4,838,271	$ 35,992	$ 27,682	$ 458,534	$ 5,360,479

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2018

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
COURT REGISTRY				
ASSETS				
Cash and cash equivalents	$ 4,321,047	$ 23,665,590	$ 23,148,366	$ 4,838,271
LIABILITIES				
Court registry payable	$ 2,759,892	$ 20,939,903	$ 20,556,149	$ 3,143,646
Due to individuals	1,561,155	2,730,823	2,597,353	1,694,625
Total Liabilities	$ 4,321,047	$ 23,670,726	$ 23,153,502	$ 4,838,271
JUROR AND WITNESS				
ASSETS				
Cash and cash equivalents	$ 24,441	$ 146,555	$ 135,004	$ 35,992
LIABILITIES				
Accounts payable	$ -	$ 133,642	$ 133,642	$ -
Due to individuals	1,230	10,366	779	10,817
Due to other governments	23,211	157,892	155,928	25,175
Total Liabilities	$ 24,441	$ 301,900	$ 290,349	$ 35,992

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
(Continued)

YEAR ENDED SEPTEMBER 30, 2018

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
RESTITUTION				
ASSETS				
Cash and cash equivalents	$ 16,300	$ 658,625	$ 647,243	$ 27,682
LIABILITIES				
Due to individuals	$ 16,300	$ 658,625	$ 647,243	$ 27,682
GENERAL TRUST				
ASSETS				
Cash and cash equivalents	$ 664,066	$ 1,100,980	$ 1,306,512	$ 458,534
LIABILITIES				
Cash bonds payable	$ 656,355	$ 874,935	$ 1,078,473	$ 452,817
General trust payable	7,711	247,126	249,120	5,717
Total Liabilities	$ 664,066	$ 1,122,061	$ 1,327,593	$ 458,534

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
(Continued)

YEAR ENDED SEPTEMBER 30, 2018

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
TOTALS - ALL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
Total Assets	$ 5,025,854	$ 25,571,750	$ 25,237,125	$ 5,360,479
LIABILITIES				
Accounts payable	$ -	$ 133,642	$ 133,642	$ -
Cash bonds payable	656,355	874,935	1,078,473	452,817
Court registry payable	2,759,892	20,939,903	20,556,149	3,143,646
General trust payable	7,711	247,126	249,120	5,717
Due to other governments	23,211	157,892	155,928	25,175
Due to individuals	1,578,685	3,399,814	3,245,375	1,733,124
Total Liabilities	$ 5,025,854	$ 25,753,312	$ 25,418,687	$ 5,360,479

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Pam Childers
Escambia County, Clerk of Circuit Court and Comptroller

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida (hereinafter referred to as "Clerk"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Clerk's financial statements, and have issued our report thereon dated November 28, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Clerk's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Clerk's internal control. Accordingly, we do not express an opinion on the effectiveness of the Clerk's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Clerk's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

Compliance and Other Matters-Continued
However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
November 28, 2018

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Pam Childers
Escambia County, Clerk of Circuit Court and Comptroller

We have examined the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida's (hereinafter referred to as the "Clerk") compliance with Florida Statute 218.415 in regards to investments, Florida Statutes 28.35 and 28.36 in regards to certain court-related functions, and Florida Statute 61.181 in regards to operation of a depository for alimony and child support for the year ended September 30, 2018.

Management is responsible for the Clerk's compliance with those requirements. Our responsibility is to express an opinion on the Clerk's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Clerk's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Clerk's compliance with specified requirements.

In our opinion, the Clerk complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Pensacola, Florida
November 28, 2018

Warren Averett
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MANAGEMENT LETTER

Honorable Pam Childers
Escambia County, Clerk of the Circuit Court and Comptroller

Report on the Financial Statements
We have audited the financial statements of each major fund and the aggregate remaining fund information of the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida (hereinafter referred to as "Clerk"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 28, 2018.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General.*

Other Reporting Requirements
We have also issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountants' Report on Examination of Compliance Requirements Performed in Accordance with Chapter 10.550*, Rules of the Auditor General.* Disclosures in those reports, which are dated November 28, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial report.

Financial Management
Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Clerk, and the Escambia County Board of County Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

November 28, 2018
Pensacola, Florida

ANNUAL AUDIT REPORT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF FINDINGS AND RESPONSES
September 30, 2018

There were no comments which require management's written response.


ESCAMBIA COUNTY
FLORIDA

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

Warren Averett
CPAs AND ADVISORS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

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Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT

Honorable Chris Jones
Escambia County Property Appraiser

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund of the Escambia County Property Appraiser, Escambia County, Florida (the Property Appraiser), as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Property Appraiser's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Property Appraiser as of September 30, 2018, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of the general fund of the Property Appraiser. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2018, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a required part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Property Appraiser's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards".* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Property Appraiser's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
November 14, 2018

FINANCIAL STATEMENTS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

BALANCE SHEET
GOVERNMENTAL FUND

SEPTEMBER 30, 2018

	General Fund
Assets	
Cash	$ 323,588
Liabilities	
Accounts payable	$ 11,523
Accrued liabilities	161,583
Due to other governmental units	150,482
Total liabilities	323,588
Fund Balance	
Unassigned:	-
Total fund balance	-
Total liabilities and fund balance	$ 323,588

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND

YEAR ENDED SEPTEMBER 30, 2018

	General Fund
Revenues:	
Charges for services	$ 15,548
Miscellaneous revenue	3,529
Total Revenues	19,077
Expenditures:	
Current:	
General government:	
Salaries and benefits	4,795,605
Operating expenditures	886,659
Capital outlay	93,497
Total Expenditures	5,775,761
Deficiency of Revenues Over Expenditures	(5,756,684)
Other Financing Sources and (Uses):	
Transfers in	5,906,903
Transfers out	(150,219)
Total Other Financing Sources and (Uses)	5,756,684
Net Change in Fund Balance	-
Fund Balance, October 1, 2017	-
Fund Balance, September 30, 2018	$ -

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting Entity

The Escambia County, Florida Property Appraiser (Property Appraiser), is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Property Appraiser's budget is submitted to the Escambia County Board of County Commissioners (the Board) for approval. The Board appropriates and distributes to the Property appraiser on a quarterly basis the funds necessary to operate the Property Appraiser's office.

For financial reporting purposes, the Property Appraiser is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of Presentation – Fund Financial Statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Property Appraiser and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Property Appraiser's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Property Appraiser's general fund (a governmental fund type) is the sole operating fund of the Property Appraiser. No additional funds are required to be maintained.

Fund Balance – Fund balances are classified either as non-spendable or as restricted, committed, assigned, and unassigned, based on the extent to which there are external and internal constraints on the spending.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

C. Measurement Focus and Basis of Accounting

The general fund is accounted for using the *modified accrual basis of accounting*. Revenues are recognized when they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. The Property Appraiser considers receivables collected within 60 days after year-end to be available and recognizes them as revenues of the current year.

Expenditures generally are recognized under the *modified accrual basis of accounting* when the fund liability is incurred. However, expenditures for compensated absences are recognized when payments are made to employees.

D. Funding from the Board of County Commissioners

Appropriations from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the General Fund’s excess of revenues and transfers over expenditures is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County’s government-wide financial statements.

F. Accumulated Compensated Absences

Employees may accumulate, subject to limitations, amounts of earned but unused sick leave, annual leave, and compensatory time, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable (related to governmental fund activities) based upon the Property Appraiser’s paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County’s basic financial statements. That liability includes earned but unused vacation, sick and comp time as well as FICA taxes and retirement contributions related thereto.

2. CASH DEPOSITS WITH FINANCIAL INSTITUTIONS

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Property Appraiser manages custodial credit risk by maintaining its deposits in a financial institution designated as a "Qualified Public Depository" by the State Treasurer. All deposits were fully insured through a combination of federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2018, the reported amount of the Property Appraiser's deposits was approximately $324,000, and the bank balance was approximately $346,000 consisting entirely of deposits in a checking account.

3. TRANSFERS

Transfers in consist of $5,906,903 from the Escambia County Board of County Commissioners, and transfers out represent excess appropriations and fees returned to the Board in the amount of $150,219.

4. DUE TO/FROM OTHER GOVERNMENTS

At September 30, 2018, the amounts due to other governments totals $150,482 and mainly consists of excess appropriations and fees over expenditures payable to the Board in the amount of $150,219.

5. RETIREMENT PLAN

The Property Appraiser participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

5. RETIREMENT PLAN – CONTINUED

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost –sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest 5 or 8 fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with 6 or more years of service, or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with 8 or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class. Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Property Appraiser and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer.

5. RETIREMENT PLAN – CONTINUED

The Property Appraiser's contributions to FRS for the years ended September 30, 2018, 2017 and 2016 were $380,963, $361,711, and $350,596, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2018, 2017 and 2016 are as follows:

	2018	2017	2016
Regular Class:	8.26%	7.92%	7.52%
Members not qualifying for other classes.			
Senior Management Class:	24.06%	22.71%	21.77%
Members of senior management who do not elect the optional annuity retirement program.			
Elected Officials Class:	48.70%	45.50%	42.47%
Certain elected county officials.			
Deferred Retirement Option Program (DROP):	14.03%	13.26%	12.99%
Members are enrolled in DROP from FRS			

Net Pension Liability-Proportionate Share

The Property Appraiser has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. This long-term liability is only reported in the county-wide financial statements and is not a current liability of the General Fund. All required disclosures and schedules may be found in the Comprehensive Annual Financial Report of Escambia County, Florida.

6. OTHER POST-EMPLOYMENT BENEFITS (OPEB), OTHER THAN PENSIONS

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Property Appraiser's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole, and not separately for the Property Appraiser's Office. Accordingly, these calculations and disclosures can be found in the County's Comprehensive Annual Financial Report.

7. RISK MANAGEMENT

The County has a risk management program to insure claims against the Board, Constitutional Officers, and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Property Appraiser participated in the County's insurance program during the year at a cost of $31,747. There also were no significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded the Property Appraiser's insurance coverage in any of the past three fiscal years.

8. LITIGATION

The Property Appraiser is contingently liable with respect to lawsuits and other claims which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Property Appraiser's Office.

9. SUBSEQUENT EVENTS

The Property Appraiser has evaluated events and transactions for potential recognition or disclosure in the financial statements through November 14, 2018, the date the financial statements were available to be issued. No subsequent events have been recognized or disclosed.

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	General Fund			
	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Charges for services	$ 13,804	$ 13,804	$ 15,548	$ 1,744
Miscellaneous revenue	-	-	3,529	3,529
Total Revenues	13,804	13,804	19,077	5,273
Expenditures:				
Current:				
General government:				
Salaries and benefits	5,068,038	5,074,778	4,795,605	279,173
Operating expenditures	795,929	795,929	886,659	(90,730)
Capital outlay	-	-	93,497	(93,497)
Reserved for contingencies	50,000	50,000	-	50,000
Total Expenditures	5,913,967	5,920,707	5,775,761	144,946
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,900,163)	(5,906,903)	(5,756,684)	150,219
Other Financing Sources and Uses:				
Transfers in	5,900,163	5,906,903	5,906,903	-
Transfers out	-	-	(150,219)	(150,219)
Total Other Financing Sources (Uses)	5,900,163	5,906,903	5,756,684	(150,219)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

See notes to the required supplementary information.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2018

The Property Appraiser's Office operates under budget procedures pursuant to Florida Statutes. Annual budgets are legally adopted for the general fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Chris Jones
Escambia County Property Appraiser

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Escambia County, Florida Property Appraiser (the Property Appraiser) as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 14, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Property Appraiser's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Property Appraiser's internal control. Accordingly, we do not express an opinion on the effectiveness of the Property Appraiser's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Property Appraiser's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Property Appraiser's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Property Appraiser's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
November 14, 2018

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Honorable Chris Jones
Escambia County Property Appraiser

We have examined the Office of the Property Appraiser of Escambia County, Florida's (hereinafter referred to as "Property Appraiser") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2018.

Management is responsible for the Property Appraiser's compliance with those requirements. Our responsibility is to express an opinion on the Property Appraiser's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Property Appraiser's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Property Appraiser's compliance with specified requirements.

In our opinion, the Property Appraiser complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Pensacola, Florida
November 14, 2018

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

MANAGEMENT LETTER

Honorable Chris Jones
Escambia County Property Appraiser

Report on the Financial Statements
We have audited the financial statements of the general fund of the Office of the Property Appraiser of Escambia County, Florida, as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 14, 2018.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and our Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated November 14, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Financial Management
Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554(1)(i)3., Rules of the Auditor General, requires that we communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Property Appraiser, the Escambia County Board of County Commissioners, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
November 14, 2018

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

SCHEDULE OF FINDINGS AND RESPONSES

SEPTEMBER 30, 2018

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SEPTEMBER 30, 2018

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2018

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FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2018

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Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT

Honorable David Morgan, Sheriff
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida ("Sheriff") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Sheriff's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Sheriff's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheriff's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of each major fund and the aggregate remaining fund information of the Sheriff, as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the financial statements referred to above have been prepared for the purpose of complying with the Rules of the Auditor General, State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and aggregate remaining fund information, only for that portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Sheriff. They do not purport to, and do not, present fairly the financial position of Escambia County, Florida as of September 30, 2018, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule on page 15 be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements. The accompanying budgetary comparison schedule and combining financial statements on pages 17 - 22 are presented for purposes of additional analysis and are not a required part of these financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2018, on our consideration of the Sheriff's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Sheriff's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
November 20, 2018

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SHERIFF

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2018

	General Fund	Sheriff's Programs Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 2,786,431	$ 17,418	$ 2,803,849
Due from other governmental units	245,530	-	245,530
Inventory	297,942	-	297,942
Total assets	$ 3,329,903	$ 17,418	$ 3,347,321
LIABILITIES			
Accounts payable	$ 456,097	$ -	$ 456,097
Accrued liabilities	2,427,994	-	2,427,994
Due to other governmental units	147,870	-	147,870
Unearned revenue	-	17,418	17,418
Total liabilities	3,031,961	17,418	3,049,379
FUND BALANCE			
Nonspendable:			
Inventory	297,942	-	297,942
Total fund balance	297,942	-	297,942
Total liabilities and fund balance	$ 3,329,903	$ 17,418	$ 3,347,321

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2018

	General Fund	Sheriff's Programs Fund	Total Governmental Funds
Revenues:			
Grant revenue	$ -	$ 51,475	$ 51,475
Judgments, fines and forfeitures	-	31,267	31,267
Total Revenues	-	82,742	82,742
Expenditures:			
Current:			
Public safety			
Salaries and benefits	50,164,976	51,475	50,216,451
Operating expenditures	7,778,066	3,700	7,781,766
Capital outlay	341,438	27,567	369,005
Total Expenditures	58,284,480	82,742	58,367,222
Excess (Deficiency) of Revenues Over (Under) Expenditures	(58,284,480)	-	(58,284,480)
Other Financing Sources and Uses:			
Transfers in	58,807,092	-	58,807,092
Transfers out	(522,612)	-	(522,612)
Total Other Financing Sources and Uses	58,284,480	-	58,284,480
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2017	268,872	-	268,872
Change in inventory	29,070	-	29,070
Fund Balance, September 30, 2018	$ 297,942	$ -	$ 297,942

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2018

ASSETS	
Cash and cash equivalents	$ 427,665
Total Assets	$ 427,665
LIABILITIES	
Deposits	$ 376,005
Due to other governmental units	51,660
Total Liabilities	$ 427,665

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida, Sheriff (the "Sheriff") is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Sheriff's budget is submitted to the Escambia County Board of County Commissioners (the Board) for approval. The Board appropriates and distributes to the Sheriff on a monthly basis funds necessary to operate the Sheriff's office.

For financial reporting purposes, the Sheriff is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Sheriff and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Sheriff's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Sheriff's major funds are the General Fund and the Sheriff's Programs Fund.

The ***General Fund*** is the general operating fund of the Sheriff. It is used to account for all financial resources except those required to be accounted for in other funds.

Additionally, the Sheriff reports the following fund types:

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

The ***Sheriff's Programs Fund*** is used to account for various grant and federal forfeiture activities.

1. Summary of Significant Accounting Policies *(Continued)*

Agency Funds are used to account for assets received and held by the Sheriff as an agent for individuals, private organizations and other governments. Agency funds are custodial in nature and do not involve measurement of changes in financial position. The Sheriff has numerous agency funds for varying purposes.

C. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in the County's government-wide financial statements. It is not appropriate to report capital assets and the related depreciation in the governmental fund financial statements.

D. Fund balance and flow assumptions

Fund balance at September 30, 2018, consists of the following:

Non-spendable fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. Non-spendable fund balance at the Sheriff consists of $297,942 for inventory.

Remaining fund balances are classified as following, depending upon the Sheriff's ability to control the spending of these balances:

Restricted fund balances can only be used for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. As of September 30, 2018, the Sheriff had no restricted fund balances.

Committed fund balances can only be used for specific purposes imposed internally by the Sheriff's formal action of highest level of decision making authority. As of September 30, 2018, the Sheriff had no committed fund balances.

Assigned fund balances are fund balances intended to be used for specific purposes, but which do not meet the more formal criterion to be considered either restricted or committed. As of September 30, 2018, the Sheriff had no assigned fund balances.

Unassigned fund balances represent the residual positive fund balance within the General Fund, which has not been assigned to other funds and has not been restricted, committed, or assigned. In funds other than the General Fund, unassigned fund balances are limited to negative residual balances. As of September 30, 2018, the Sheriff had no unassigned fund balances because all excess revenues within the General Fund are required to be remitted to the Board and there were no negative residual balances in the special revenue fund.

1. Summary of Significant Accounting Policies *(Continued)*

Periodically, the Sheriff will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Sheriff's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

E. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned but unused sick leave, annual leave, and compensatory time, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable, based upon the Sheriff's paid-time-off (PTO) policy, is reported as a liability in the statement of net position in the County's government wide financial statements. That liability also includes earned but unused sick leave, annual leave, and compensatory time, as well as FICA taxes and retirement contributions related thereto.

F. Measurement focus and basis of accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements, and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period. The Sheriff considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Compensated absences are paid from the general fund. Capital asset acquisitions are recorded as expenditures in the governmental funds.

Measurement Focus - The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or "financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities, and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of "available spendable resources" during a period.

Fiduciary fund financial statements (agency funds) have no measurement focus but utilize the accrual basis of accounting for reporting assets and liabilities.

1. Summary of Significant Accounting Policies *(Continued)*

G. Funding Provided by Board of County Commissioners

The Board funds the majority of the operating budget of the Sheriff. Payment by the Board to fund the operations of the Sheriff is recorded as a "transfer out" in the basic financial statements of the County, and as an operating "transfer in" on the financial statements of the Sheriff.

In accordance with Florida Statutes, the General Fund's excess of revenues over expenditures is returned to the Board at the end of the fiscal year. Repayments to the Board are recorded as a "transfer out" in the financial statements of the Sheriff and the amount of undistributed excess appropriations at the end of the fiscal year is reported as amounts due the Board.

2. Deposits and Investments

Cash and cash equivalents are highly liquid investments with original maturities of three months or less when purchased. Investments, if any, are recorded at fair. The Sheriff has an investment policy governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Authorized investments include the Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency, savings accounts or certificates of deposit in state-certified depositories, notes, bonds, or treasury bills or other direct obligations of the United States Treasury, federal agencies and instruments, and repurchase agreements.

Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure. The Sheriff manages custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. The Sheriff's cash deposits are held by a bank that qualifies as a public depository under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes. All of the Sheriff's deposits are fully insured by the Public Deposit Trust Fund.

At September 30, 2018, the reported amount of the Sheriff's deposits was approximately $3.2 million, and the bank balance was approximately $3.5 million consisting entirely of cash and deposit accounts.

3. Interfund Receivables and Payables

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. Transfers consist of $58,807,092 of "transfers in" from the Board, and "transfers out" of unspent appropriations in the amount of $522,612.

4. Due to / from Other Governments

At September 30, 2018, due from other governments contains $245,530 receivable from the Board which is comprised mainly of expenditures paid on their behalf. The due to other governments contains $147,870 payable to the Board of County Commissioners which is partially comprised of unspent appropriations of $522,613.

5. Inventory

Inventory is valued at cost using the first-in/first out (FIFO) method and consists of expendable supplies. The costs of such inventory is recorded as an expenditure when purchased and also reported as an inventory asset based on a physical inventory of supplies on hand at year end.

6. Retirement Plan

The Sheriff participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost –sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest 5 or 8 fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with 6 or more years of service, or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with 8 or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

6. Retirement Plan – *(Continued)*

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class.

Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Sheriff and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Sheriff's contributions to FRS for the years ended September 30, 2018, 2017 and 2016 were $6 million, $5.6 million, and $5.3 million, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2018, 2017 and 2016 were as follows:

	2018	2017	2016
Regular Class: Members not qualifying for other classes.	8.26%	7.92%	7.52%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program	24.06%	22.71%	21.77%
Elected Officials Class: Certain elected county officials.	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.03%	13.26%	12.99%
Special Risk Class: Members employed as law enforcement officers, firefighters, or correctional officers meet the criteria to qualify for this class	24.50%	23.27%	25.57%

6. Retirement Plan – *(Continued)*

Net Pension Obligation-Proportionate Share

The Sheriff has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

7. Other Postemployment Benefit (OPEB) Obligations, Other Than Pensions

The Sheriff offers post-employment health care benefits (OPEB) to all retired employees and their dependents. Participating retirees are required to reimburse the Sheriff for 100% of the premium cost, which is netted against the premium payment, so that no net expenditure is initially recorded in the financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole, and not separately for the Sheriff. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

8. Risk Management

The Sheriff participates in the Florida Sheriff's Self Insurance Fund with an annual premium cost for the year ended September 30, 2018 of approximately $1 million. Coverage limits under the policy include $1.0 million bodily injury for each accident and $1.0 million bodily injury by disease for each employee with a $1.0 million limit. The plan calls for an annual final premium calculation after fiscal year end using the actual premium basis, proper classifications, and experience modifications and rates that lawfully apply to the Sheriff.

During the fiscal year ended September 30, 2018, the Sheriff had no significant reductions in insurance coverage from the prior year. In addition, there have been no settlements which exceeded the Sheriff's insurance coverage in any of the three past fiscal years.

9. Federal and State Financial Assistance

The following programs are presented in the schedules of expenditures of federal and state awards within the Escambia County financial report under the *Uniform Guidance*.

Edward Byrne Memorial-Justice Assistance Grant Program

10. Fund Expenditure Details

The following is a schedule of the General Fund's expenditures for the year ended September 30, 2018:

Account Description	Law Enforcement	Court Security	Totals
Salary & Benefits	$ 46,737,278	$ 3,427,698	$ 50,164,976
Other Operating	7,764,809	13,257	7,778,066
Capital Outlay	341,438	-	341,438
Totals	$ 54,843,525	$ 3,440,955	$ 58,284,480

11. Litigation

The Sheriff is contingently liable with respect to lawsuits and other claims which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Sheriff's Office.

12. Commitments and Contingencies

The Sheriff receives financial assistance from federal and state agencies primarily in the form of operating grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Disallowed claims, if any, resulting from such audits, may become liabilities of the Sheriff.

13. Subsequent Events

The Sheriff has evaluated events and transactions that occurred between September 30, 2018 and November 20, 2018, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SHERIFF

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Total Revenues	$ -	$ -	$ -	$ -
Expenditures:				
Current:				
Public safety				
Salaries and benefits	50,491,848	52,176,503	50,164,976	2,011,527
Operating expenditures	6,148,019	6,530,589	7,778,066	(1,247,477)
Capital outlay	100,000	100,000	341,438	(241,438)
Total Expenditures	56,739,867	58,807,092	58,284,480	522,612
Excess (Deficiency) of Revenues Over (Under) Expenditures	(56,739,867)	(58,807,092)	(58,284,480)	522,612
Other Financing Sources and Uses:				
Transfers in	56,739,867	58,807,092	58,807,092	-
Transfers out	-	-	(522,612)	(522,612)
Total Other Financing Sources (Uses)	56,739,867	58,807,092	58,284,480	(522,612)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	268,872	268,872
Change in inventory	-	-	29,070	29,070
Fund Balance, September 30, 2018	$ -	$ -	$ 297,942	$ 297,942

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Sheriff's Office operates under budget procedures pursuant to Florida Statutes. The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America. The budget for the Sheriff's general fund is a "legally adopted" budget whereas the budget for the Sheriff's Programs Fund is prepared and used solely as an internal management tool and is not considered "legally adopted". The legal level of budgetary control is at the fund level.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – SHERIFF'S PROGRAMS FUND

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue				
Jag Federal 2016	141,950	142,771	51,475	(91,296)
Judgments, fines and forfeitures				
Law Enforcement Trust Fund	48,686	48,686	31,267	(17,419)
Total Revenues	190,636	191,457	82,742	(108,715)
Expenditures:				
Current:				
Public safety				
Salaries and benefits	141,950	142,771	51,475	91,296
Operating expenditures	-	3,700	3,700	-
Capital outlay	48,686	44,986	27,567	17,419
Total Expenditures	190,636	191,457	82,742	108,715
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Other Financing Sources and Uses:				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
ALL AGENCY FUNDS

SEPTEMBER 30, 2018

	Agency Funds	
	Evidence Trust Fund	Trust Fund
ASSETS		
Cash and cash equivalents	$ 325,383	$ 77,482
Total Assets	$ 325,383	$ 77,482
LIABILITIES		
Deposits	$ 325,383	$ 25,822
Due to other governmental units	-	51,660
Total Liabilities	$ 325,383	$ 77,482

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
ALL AGENCY FUNDS

(Continued)

SEPTEMBER 30, 2018

	Agency Funds		
	General Employee Events Fund	Explorers' Fund	TOTAL
ASSETS			
Cash and cash equivalents	$ 13,503	$ 11,297	$ 427,665
Total Assets	$ 13,503	$ 11,297	$ 427,665
LIABILITIES			
Deposits	$ 13,503	$ 11,297	$ 376,005
Due to other governmental units	-	-	51,660
Total Liabilities	$ 13,503	$ 11,297	$ 427,665

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2018

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
EVIDENCE TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 223,093	$ 710,798	$ 608,508	$ 325,383
Total Assets	$ 223,093	$ 710,798	$ 608,508	$ 325,383
LIABILITIES				
Deposits	$ 223,093	$ 710,798	$ 608,508	$ 325,383
Total Liabilities	$ 223,093	$ 710,798	$ 608,508	$ 325,383
TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 28,896	$ 469,559	$ 420,973	$ 77,482
Total Assets	$ 28,896	$ 469,559	$ 420,973	$ 77,482
LIABILITIES				
Deposits	$ 23,866	$ 422,929	$ 420,973	$ 25,822
Due to other governmental units	5,030	46,630	-	51,660
Total Liabilities	$ 28,896	$ 469,559	$ 420,973	$ 77,482

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2018

(Continued)

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
AUCTION FUND				
ASSETS				
Cash and cash equivalents	$ 2,318	$ -	$ 2,318	$ -
Total Assets	$ 2,318	$ -	$ 2,318	$ -
LIABILITIES				
Deposits	$ 2,318	$ -	$ 2,318	$ -
Total Liabilities	$ 2,318	$ -	$ 2,318	$ -
GENERAL EMPLOYEE EVENTS FUND				
ASSETS				
Cash and cash equivalents	$ 13,046	$ 7,381	$ 6,924	$ 13,503
Total Assets	$ 13,046	$ 7,381	$ 6,924	$ 13,503
LIABILITIES				
Deposits	$ 13,046	$ 7,381	$ 6,924	$ 13,503
Total Liabilities	$ 13,046	$ 7,381	$ 6,924	$ 13,503

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2018

(Continued)

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
EXPLORERS' FUND				
ASSETS				
Cash and cash equivalents	$ 5,648	$ 26,624	$ 20,975	$ 11,297
Total Assets	$ 5,648	$ 26,624	$ 20,975	$ 11,297
LIABILITIES				
Deposits	$ 5,648	$ 26,624	$ 20,975	$ 11,297
Total Liabilities	$ 5,648	$ 26,624	$ 20,975	$ 11,297
TOTAL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
Total Assets	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665
LIABILITIES				
Deposits	$ 267,971	$ 1,167,732	$ 1,059,698	$ 376,005
Due to other governmental units	5,030	46,630	-	51,660
Total Liabilities	$ 273,001	$ 1,214,362	$ 1,059,698	$ 427,665

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable David Morgan, Sheriff
Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida (hereinafter referred to as "Sheriff"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Sheriff's financial statements, and have issued our report thereon dated November 20, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Sheriff's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Sheriff's internal control. Accordingly, we do not express an opinion on the effectiveness of the Sheriff's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Sheriff's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
November 20, 2018

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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable David Morgan, Sheriff
Escambia County, Florida

We have examined the Office of the Sheriff of Escambia County, Florida's (hereinafter referred to as "Sheriff") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2018.

Management is responsible for the Sheriff's compliance with those requirements. Our responsibility is to express an opinion on the Sheriff's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Sheriff's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Sheriff's compliance with specified requirements.

In our opinion, the Sheriff complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Pensacola, Florida
November 20, 2018

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MANAGEMENT LETTER

Honorable David Morgan, Sheriff
Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements ("financial statements") of each major fund and the aggregate remaining fund information of the Office of the Sheriff of Escambia County, Florida (hereinafter referred to as "Sheriff"), as of and for the year ended September 30, 2018 and the related notes to the financial statements, and have issued our report thereon dated November 20, 2018.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 Rules of the Florida Auditor General.

Other Report Requirements
We have also issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated November 20, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial report.

Financial Management
Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Sheriff, and the Escambia County Board of County Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
November 20, 2018

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SCHEDULE OF FINDINGS AND RESPONSES

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

SEPTEMBER 30, 2018

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS
SEPTEMBER 30, 2018

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INDEPENDENT AUDITORS' REPORT

Honorable David Stafford
Escambia County, Florida Supervisor of Elections

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund and the grant fund of the Escambia County, Florida Supervisor of Elections, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Supervisor of Elections' financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund and the grant fund of the Supervisor of Elections as of September 30, 2018, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of the general fund and grant fund attributable solely to the operations of the Supervisor of Elections.

Emphasis of Matter – Continued

They do not purport to, and do not, present fairly the financial position of Escambia County, Florida, as of September 30, 2018, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedules and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Supervisor of Elections' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Supervisor of Elections' internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
January 16, 2019

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2018

	General Fund	Grant Fund
Assets		
Due from other governmental units	$ 85,050	$ 119,623
Total assets	$ 85,050	$ 119,623
Liabilities		
Accounts payable	$ 48,338	$ -
Accrued liabilities	34,817	-
Due to other governmental units	1,895	-
Other current liabilities	-	119,623
Total liabilities	85,050	119,623
Fund Balance		
Restricted for:		
Grants	-	-
Total fund blance	-	-
Total liabilities and fund balance	$ 85,050	$ 119,623

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2018

	General Fund	Grant Fund
Revenues:		
Grant revenue	$ 12,304	$ 162,937
Charges for services	3,439	-
Investment income	-	516
Total Revenues	15,743	163,453
Expenditures:		
Current:		
General government:		
Salaries and benefits	1,177,409	-
Operating expenditures	621,283	-
Operating expenditures-grants	-	151,912
Capital outlay	25,636	16,438
Total Expenditures	1,824,328	168,350
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,808,585)	(4,897)
Other Financing Sources and Uses:		
Transfers in	1,813,482	4,897
Transfers out	(4,897)	-
Total Other Financing Sources and Uses	1,808,585	4,897
Net Change in Fund Balance	-	-
Fund Balance, October 1, 2017	-	-
Fund Balance, September 30, 2018	$ -	$ -

See notes to the financial statements.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida Supervisor of Elections is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Supervisor of Elections' budget is submitted to the Escambia County Board of County Commissioners (the Board) for approval. The Board appropriates and provides funding necessary to operate the Supervisor of Elections' office.

For financial reporting purposes, the Supervisor of Elections is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Supervisor of Elections and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Supervisor of Elections' financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Supervisor of Elections maintains two governmental funds as follows:

General Fund - Accounts for all financial resources except those required to be accounted for in other funds.

Grant Fund - Accounts for activities of various federal and state grants.

C. Basis of accounting and measurement focus

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements, and also refers to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when received in cash or when they become both measurable and available to finance expenditures of the current period. The Supervisor of Elections considers receivables collected within 60 days after year end to be available and recognizes them as revenues of the current year. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Compensated absences are paid from the general fund. Capital asset acquisitions are recorded as expenditures in the governmental funds.

1. Summary of Significant Accounting Policies (Continued)

C. Basis of accounting and measurement focus (Continued)

The accounting and financial reporting treatment applied to the capital assets and long-term liabilities associated with a fund are determined by its measurement focus. All governmental funds are accounted for on a spending or “financial flow" measurement focus. This means that generally, only current assets, deferred outflows, current liabilities, and deferred inflows are included in the balance sheet. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they present a summary of sources and uses of “available spendable resources” during a period.

D. Funding from the Board of County Commissioners

Appropriations from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the general fund’s excess of revenues and transfers in over expenditures and interfund transfers out is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance. This amount was zero for the year.

E. Fund balance and flow assumptions

Fund balances are classified either as non-spendable or as restricted, committed, assigned, and unassigned, based on the extent to which there are external and internal constraints on the spending. Fund balance at September 30, 2018, consists of the following:

Non-spendable fund balances include amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. As of September 30, 2018, The Supervisor of Elections had no non-spendable fund balance.

Remaining fund balances are classified as following, depending upon the Supervisor of Elections ability to control the spending of these balances:

Restricted fund balances can only be used for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations or are imposed by law through constitutional provisions or enabling legislation. As of September 30, 2018, the Supervisor of Elections had no restricted fund balances.

Committed fund balances can only be used for specific purposes imposed internally by the Supervisor of Elections’ formal action of highest level of decision making authority. As of September 30, 2018, the Supervisor of Elections had no committed fund balances.

Assigned fund balances are fund balances intended to be used for specific purposes, but which do not meet the more formal criterion to be considered either restricted or committed. As of September 30, 2018, the Supervisor of Elections had no assigned fund balances.

Unassigned fund balances represent the residual positive fund balance within the General Fund, which has not been assigned to other funds and has not been restricted, committed, or assigned. In funds other than the General Fund, unassigned fund balances are limited to negative residual balances. As of September 30, 2018, the Supervisor of Elections had no unassigned fund balances because all excess revenues within the General Fund are required to be remitted to the Board and there were no negative residual balances in the special revenue fund.

1. Summary of Significant Accounting Policies (Continued)

E. Fund balance and flow assumptions (Continued)

Periodically, the Supervisor of Elections will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Supervisor of Elections policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance.

Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

F. Capital assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County's government-wide financial statements.

G. Accumulated compensated absences

Employees may accumulate, subject to limitations, amounts of earned but unused paid time off, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable based upon the Supervisor of Elections' paid-time-off (PTO) policy is reported as a liability in the statement of net position in the County's basic financial statements. That liability includes earned but unused PTO as well as FICA taxes and retirement contributions related thereto. Compensated absences are paid from the General Fund.

2. Cash deposits with financial institutions

The Supervisor of Elections does not maintain a separate cash account. The Escambia County Clerk of the Circuit Court and Comptroller, serving as the accountant for the Supervisor of Elections, records all cash activity using a pooled cash account of the Board of County Commissioners. The "due from" reflected on the Supervisor of Elections' balance sheet represents the amount of cash held by the Board on behalf of the Supervisor of Elections.

The Board manages custodial credit risk by maintaining its deposits in financial institutions designated as "Qualified Public Depositories" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

3. Due to/from other governments

At September 30, 2018, the amounts due to other governmental units totaled $1,895 and was payable to the Board. The due from other governmental units totaled $204,673 and was receivable from the Board.

4. Retirement plan

Plan Description — The Supervisor of Elections participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost – sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest 5 or 8 fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with 6 or more years of service, or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with 8 or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

4. Retirement plan (Continued)

The contribution requirements of the Supervisor of Elections and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Supervisor of Election's contributions to FRS for the years ended September 30, 2018, 2017 and 2016 were $120,165, $110,263, and $98,903 respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2018, 2017 and 2016 were as follows:

	2018	2017	2016
Regular Class: Members not qualifying for other classes.	8.26%	7.92%	7.52%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	24.06%	22.71%	21.77%
Elected Officials Class: Certain elected county officials.	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.03%	13.26%	12.99%

Net Pension Obligation-Proportionate Share

The Supervisor of Elections has a net FRS pension liability determined in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

5. Other postemployment (OPEB) benefits, other than pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Supervisor of Elections' Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of the projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole, and not separately for the Supervisor of Elections' Office. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

6. Risk management

The County has a risk management program to insure claims against the Board, Constitutional Officers, and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Supervisor of Elections participated in the County's insurance program during fiscal year 2018 at a cost of $2,110. There also were no significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded the Supervisor of Elections' insurance coverage in any of the past three fiscal years.

7. Commitments and contingencies

The Supervisor of Elections receives federal and state financial assistance primarily in the form of capital and operating grants. The expenditure of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Disallowed costs, if any, resulting from such audits, may become liabilities of the Supervisor of Elections. However, in the opinion of management, disallowed costs, if any, will not have a material effect on the financial statements.

8. Subsequent events

The Supervisor of Elections has evaluated events and transactions for potential recognition or disclosure in the financial statements through January 16, 2019, the date the financial statements were available to be issued. No subsequent events have been recognized or disclosed.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue	$ -	$ 12,304	$ 12,304	$ -
Charges for services	-	-	3,439	3,439
Total Revenues	-	12,304	15,743	3,439
Expenditures:				
Current:				
General government:				
Salaries and benefits	1,375,382	1,385,962	1,177,409	208,553
Operating expenditures	817,800	819,473	621,283	198,190
Capital outlay	20,000	25,734	25,636	98
Total Expenditures	2,213,182	2,231,169	1,824,328	406,841
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,213,182)	(2,218,865)	(1,808,585)	410,280
Other Financing Sources and Uses:				
Transfers in	2,213,182	2,223,762	1,813,482	(410,280)
Transfers out	-	(4,897)	(4,897)	-
Total Other Financing Sources (Uses)	2,213,182	2,218,865	1,808,585	(410,280)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

SPECIAL REVENUE FUND – GRANT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue	$ -	$ 282,560	$ 162,937	$ (119,623)
Investment income	-	-	516	516
Total Revenues	-	282,560	163,453	(119,107)
Expenditures:				
Current:				
General government:				
Operating expenditures grants	-	271,019	151,912	119,107
Capital outlay	-	16,438	16,438	-
Total Expenditures	-	287,457	168,350	119,107
Other Financing Sources and Uses:				
Transfers in	-	4,897	4,897	-
Total Other Financing Sources (Uses)	-	4,897	4,897	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

See accompanying notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Supervisor of Elections operates under budget procedures pursuant to Florida Statutes. The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.

Warren Averett
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable David Stafford
Supervisor of Elections Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of the general fund and the grant fund of the Supervisor of Elections of Escambia County, Florida (hereinafter referred to as "Supervisor of Elections"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Supervisor of Elections' financial statements, and have issued our report thereon dated January16, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Supervisor of Elections' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Supervisor of Elections' internal control. Accordingly, we do not express an opinion on the effectiveness of the Supervisor of Elections' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Supervisor of Elections' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
January 16, 2019

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable David Stafford
Supervisor of Elections Escambia County, Florida

We have examined the Office of the Supervisor of Elections' of Escambia County, Florida's (hereinafter referred to as the "Supervisor of Elections") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2018.

Management is responsible for the Supervisor of Elections' compliance with those requirements. Our responsibility is to express an opinion on the Supervisor of Elections' compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Supervisor of Elections' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Supervisor of Elections' compliance with specified requirements.

In our opinion, the Supervisor of Elections complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

Pensacola, Florida
January 16, 2019

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MANAGEMENT LETTER

Honorable David Stafford
Supervisor of Elections of Escambia County

Report on the Financial Statements
We have audited the financial statements of the general fund and the grant fund of the Office of the Supervisor of Elections of Escambia County, Florida (hereinafter referred to as the "Supervisor of Elections"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated January 16, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 *Rules of the Florida Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated January 16, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial audit report.

Financial Management
Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General,* requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Supervisor of Elections, Escambia County Board of County Commissioners, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
January 16, 2019

ANNUAL AUDIT REPORT
SUPERVISOR OF ELECTIONS
ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF FINDINGS AND REPONSES
September 30, 2018

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

SEPTEMBER 30, 2018

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SEPTEMBER 30, 2018

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INDEPENDENT AUDITORS' REPORT

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

Report on the Financial Statements
We have audited the accompanying financial statements of the general fund and the aggregate remaining fund information of the Office of the Tax Collector of Escambia County, (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively compose the Tax Collector's financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund and the aggregate remaining fund information of the Tax Collector as of September 30, 2018, and the respective changes in financial position, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, the financial statements referred to above were prepared solely for the purpose of complying with the *Rules of the Auditor General* of the State of Florida. In conformity with the Rules, the accompanying financial statements are intended to present the financial position and changes in financial position of each major fund, and the aggregate remaining fund information, only for the portion of the major funds, and the aggregate remaining fund information, of Escambia County, Florida that are attributable to the Tax Collector.

They do not purport to, and do not, present fairly the financial position of Escambia County, Florida, as of September 30, 2018, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Tax Collector's financial statements. The combining statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of these financial statements. The combining statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements are fairly stated, in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report on our consideration of the Tax Collector's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters included under the heading *"Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards."* The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Tax Collector's internal control over financial reporting and compliance.

Warren Averett, LLC

December 19, 2018
Pensacola, Florida

Financial Statements

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

BALANCE SHEET - GOVERNMENTAL FUND

SEPTEMBER 30, 2018

	General Fund
Assets	
Cash and cash equivalents	$ 1,037,494
Total assets	$ 1,037,494
Liabilities	
Accounts payable	$ 222,014
Accrued liabilities	191,465
Due to other governmental units	494,679
Unearned revenue	129,336
Total liabilities	1,037,494
Fund Balance	-
Total liabilities and fund balance	$ 1,037,494

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUND

YEAR ENDED SEPTEMBER 30, 2018

	General Fund
Revenues:	
Charges for services	$ 3,554,703
Miscellaneous revenue	114,074
Total Revenues	3,668,777
Expenditures:	
Current:	
General government:	
Salaries and benefits	6,002,351
Operating expenditures	1,577,944
Capital outlay	23,812
Total Expenditures	7,604,107
Deficiency of revenues over expenditures	(3,935,330)
Other Financing Sources and (Uses):	
Transfers in	4,428,755
Transfers out	(493,425)
Total Other Financing Sources and (Uses)	3,935,330
Net Change in Fund Balance	-
Fund Balance, October 1, 2017	-
Fund Balance, September 30, 2018	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES - AGENCY FUNDS

SEPTEMBER 30, 2018

Assets

Cash and cash equivalents	$	3,919,044
Accounts receivable		422,557
Total Assets	$	4,341,601

Liabilities

Due to individuals	$	325,083
Due to other governmental units		4,016,518
Total Liabilities	$	4,341,601

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

NOTES TO THE FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

The Escambia County, Florida Tax Collector (Tax Collector) is an elected constitutional officer as provided by Article VIII, Section 1 (d) of the Constitution of the State of Florida. The Tax Collector's budget is approved by the Florida Department of Revenue and submitted to the Escambia County Board of County Commissioners (the Board). The Board pays a monthly fee to the Tax Collector for collection of property taxes based on a statutory formula. The remainder of the budget is funded by fees earned for providing services for other governmental agencies.

For financial reporting purposes, the Tax Collector is deemed to be a part of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Basis of presentation – fund financial statements

These financial statements have been prepared for the purpose of complying with *Rules of the Auditor General, State of Florida*, which require presentation of *fund level* only financial statements and permit omission of entity-wide full accrual financial statements and management's discussion and analysis. Therefore, these financial statements are intended to present only the financial position and changes in financial position of that portion of Escambia County, Florida, that relate to transactions of the Tax Collector and are not intended to present the financial position and changes in financial position of Escambia County, Florida, taken as a whole.

The Tax Collector's financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The Tax Collector's funds are defined as follows:

Governmental Funds:

The G*eneral Fund* is the general operating fund of the Tax Collector. It is used to account for all financial resources except those required to be accounted for in other funds.

Fiduciary Funds:

The *agency funds* are used to account for assets held for individuals, private organizations, or other governments and consist primarily of taxes and fees collected but not distributed to other governments. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of the results of operations.

Fund balances are classified either as non-spendable or as restricted, committed, assigned, and unassigned, based on the extent to which there are external and internal constraints on the spending.

NOTES TO THE FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies (Continued)

C. Measurement focus and basis of accounting

The general fund is accounted for using the *current resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. The Tax Collector considers receivables collected within 60 days after year-end to be available and recognizes them as revenues of the current year. Expenditures generally are recorded when the related fund liability is incurred. However, expenditures for compensated absences are recognized when payments are made to employees.

Fiduciary fund financial statements are reported using the accrual basis of accounting.

D. Funding from Board of County Commissioners

Commissions from the Board are recorded as “transfers in” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

In accordance with Florida Statutes, the General Fund’s excess of revenues and transfers over expenditures is returned to the Board at year end and is reported as a “transfer out” on the Statement of Revenues, Expenditures and Changes in Fund Balance.

E. Capital Assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County’s government-wide financial statements.

F. Accumulated Compensated Absences

Employees may accumulate, subject to limitations, amounts of earned but unused paid time off, which will be paid upon separation from service. The amount of vested accumulated compensated absences payable is reported as a liability in the statement of net position in the County’s basic financial statements. That liability includes earned but unused paid time off as well as FICA taxes and retirement contributions related thereto.

2. Deposits and Investments

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk, which is the risk of loss in the event of a bank failure.

The Tax Collector manages custodial credit risk by maintaining its deposits in a financial institution designated as “Qualified Public Depository” by the State Treasurer.

2. Deposits and Investments (Continued)

All deposits were fully insured through a combination of federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

At September 30, 2018, the reported amount of the Tax Collector's deposits was approximately $5.0 million, and the bank balance was approximately $4.8 million, consisting entirely of deposits in checking and saving accounts.

3. Interfund receivables, payables and transfers

Interfund receivables and payables consist of amounts due to or from funds during the normal course of business. At September 30, 2018, there were no interfund receivables or payables within the Tax Collector's funds. Transfers in consist of $4,428,755 from the Board of County Commissioners, and transfers out (excess budget and fees to the Board) totaled $493,425.

4. Due to/from other governments

At September 30, 2018, the due to other governmental units totals $494,679 and primarily is payable to the Board and is comprised mainly of excess fees over expenditures.

5. Retirement Plan

The Tax Collector participates in the Florida Retirement System (FRS), administered by the Florida Department of Management Services. The FRS was established in 1970 by Chapter 121, Florida Statutes. Changes to the FRS can only be made by an act of the Florida Legislature. Rules governing the operation and administration of the system may be found in Chapter 60S of the Florida Administrative Code. The State of Florida issues a publicly available stand-alone financial report that includes financial statements and required supplementary information for FRS. The report maybe be obtained on the division's website at http://www.dms.myflorida.com. The report may also be obtained by contacting the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, FL 32315-9000.

Employees elect participation in either the defined benefit plan (Pension Plan), a multiple-employer cost–sharing defined benefit retirement plan, or the defined contribution plan (Investment Plan). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university community college or a participating city or special district within the State of Florida.

5. Retirement Plan (Continued)

The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Retirement benefits are based upon age, average compensation and years-of-service credit where average compensation is computed as the average of the members' highest 5 or 8 fiscal years of earnings, depending upon enrollment date. A post-employment health insurance subsidy is also provided to eligible retired members through the FRS in accordance with Florida Statutes.

For employees who were enrolled in the plan prior to July 1, 2011, normal retirement benefits are available at age 62 with 6 or more years of service, or to those employees who have at least 30 years of creditable service, regardless of age.

For employees who were enrolled in the plan after July 1, 2011, normal retirement benefits are available at age 65 with 8 or more years of service, or to those employees who have at least 33 years of creditable service, regardless of age.

Early retirement is available for vested members with a 5% reduction of benefits for each year prior to the normal retirement age. Retirement age and years of service requirements also vary depending on membership class.

In addition to the above benefits, the Deferred Retirement Option Program (DROP) is available under the Pension Plan when the member first reaches eligibility for normal retirement. This program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate.

For those members who elect participation in the Investment Plan rather than the Pension Plan, vesting occurs at one year of service. The Investment Plan is a defined contribution plan funded monthly by employer and employee contributions based on salary and membership class. Members in the Investment Plan decide how their funds are allocated between various investment accounts and the vested funds are portable upon termination. The final retirement benefit is equal to the vested contributions plus investment earnings less expenses and losses allocated to the member's account. Members in the Investment Plan are not eligible for participation in the Deferred Retirement Option Program.

The contribution requirements of the Tax Collector and members are established and may be amended by FRS. Both plans are contributory for employees and require a 3% employee contribution. This is in addition to the contributions that are the obligation of the employer. The Tax Collector's contributions to FRS for the years ended September 30, 2018, 2017 and 2016 were $471,709, $432,519, and $417,919, respectively, equal to the required contributions for each year.

5. Retirement Plan (Continued)

The contribution rates in effect during the period ended September 30, 2018, 2017 and 2016 were as follows:

	2018	2017	2016
Regular Class: Members not qualifying for other classes.	8.26%	7.92%	7.52%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	24.06%	22.71%	21.77%
Elected Officials Class: Certain elected county officials.	48.70%	45.50%	42.47%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	14.03%	13.26%	12.99%

Net Pension Obligation-Proportionate Share

The Tax Collector has a net FRS pension liability determined in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This long-term liability is only reported in the county-wide financial statements and is not a current liability of the governmental funds. All required disclosures and schedules may be found in the comprehensive annual financial report of Escambia County, Florida.

6. Other post-employment benefits (OPEB), other than pensions

The Board offers post-employment health care benefits (OPEB) to all retired employees of the Tax Collector's Office and their dependents. Participating retirees are required to reimburse the Board for 100% of the premium cost, which is netted against the premium payment, so that no net expense is initially recorded in the Board's financial statements. However, these retirees are receiving an "implicit subsidy" because the premium is a group rate which includes active, lower cost employees. This implicit subsidy has a cost, however, this annual cost, and the total OPEB liability is measured as the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. The total OPEB liability and other required disclosures have been calculated for the County as a whole, and not separately for the Tax Collector's Office. Accordingly, these calculations and disclosures can be found in the County's comprehensive annual financial report.

7. Risk management

The County has a risk management program to insure claims against the Board, Constitutional Officers, and Santa Rosa Island Authority for the following types of risks:

Workers Compensation – The County is covered for workers' compensation claims through a policy with the Florida Municipal Insurance Trust. Coverage limits under the policy include statutory limits, as well as $1,000,000 bodily injury for each accident and $1,000,000 bodily injury by disease for each employee with an aggregate $1,000,000 policy limit.

Casualty and Property – Casualty limits are self-insured for $200,000 per claim with a $300,000 aggregate limit. Property limits are $50,000 - $250,000 self-insured retentions per occurrence with excess limits of $45 million including wind.

The Tax Collector participated in the County's insurance program during fiscal year 2018 at a cost of $9,207. There also were no significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded the Tax Collector's insurance coverage in any of the past three fiscal years.

8. Commitments and contingencies

Operating leases

The Tax Collector is committed to operating leases for office space with noncancellable terms in excess of one year. Future minimum lease payments are as follows:

Year	Amount
2019	278,652
2020	278,652
2021	202,500
2022	50,625
	$810,429

Rent expense for the year ended September 30, 2018 was $319,374.

9. Litigation

The Tax Collector is contingently liable with respect to lawsuits and other claims which might be filed incidental to the ordinary course of operations. In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Tax Collector's Office.

Required Supplementary Information

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance Positive
	Original	Final	Actual	(Negative)
Revenues:				
Charges for services	$ 3,553,585	$ 3,553,585	$ 3,554,703	$ 1,118
Miscellaneous revenue	90,500	90,500	114,074	23,574
Total Revenues	3,644,085	3,644,085	3,668,777	24,692
Expenditures:				
Current:				
General government:				
Salaries and benefits	6,364,052	6,340,238	6,002,351	337,887
Operating expenditures	1,596,754	1,596,754	1,577,944	18,810
Capital outlay	-	23,814	23,812	2
Total Expenditures	7,960,806	7,960,806	7,604,107	356,699
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,316,721)	(4,316,721)	(3,935,330)	(381,391)
Other Financing Sources and Uses:				
Transfers in	4,428,755	4,428,755	4,428,755	-
Transfers out	(112,034)	(112,034)	(493,425)	381,391
Total Other Financing Sources (Uses)	4,316,721	4,316,721	3,935,330	381,391
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2017	-	-	-	-
Fund Balance, September 30, 2018	$ -	$ -	$ -	$ -

See notes to required supplementary information.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Tax Collector's Office operates under budget procedures pursuant to Florida Statutes. An annual budget is adopted for the general fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

Other Supplementary Information

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS

SEPTEMBER 30, 2018

	Agency Funds		
	Tax Fund	Tag Fund	TOTAL
Assets			
Cash and cash equivalents	$ 3,274,176	$ 644,868	$ 3,919,044
Accounts receivable	251	422,306	422,557
Total Assets	$ 3,274,427	$ 1,067,174	$ 4,341,601
Liabilities			
Due to individuals	$ 221,689	$ 103,394	$ 325,083
Due to other governmental units	3,052,738	963,780	4,016,518
Total Liabilities	$ 3,274,427	$ 1,067,174	$ 4,341,601

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS

SEPTEMBER 30, 2018

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
TAX FUND				
ASSETS				
Cash and cash equivalents	$ 2,926,122	$ 800,611,264	$ 800,263,210	$ 3,274,176
Accounts receivable	251	-	-	251
Total Assets	$ 2,926,373	$ 800,611,264	$ 800,263,210	$ 3,274,427
LIABILITIES				
Due to individuals	$ 414,528	$ 291,168,115	$ 291,360,954	$ 221,689
Due to other governmental units	2,511,845	5,646,963	5,106,070	3,052,738
Total Liabilities	$ 2,926,373	$ 296,815,078	$ 296,467,024	$ 3,274,427
TAG FUND				
ASSETS				
Cash and cash equivalents	$ 550,301	$ 844,827,821	$ 844,733,254	$ 644,868
Accounts receivable	476,784	46,707,445	46,761,923	422,306
Total Assets	$ 1,027,085	$ 891,535,266	$ 891,495,177	$ 1,067,174
LIABILITIES				
Accounts payable	$ 98,962	$ 127,259,708	$ 127,255,276	$ 103,394
Due to other governmental units	928,123	36,310,109	36,274,452	963,780
Total Liabilities	$ 1,027,085	$ 163,569,817	$ 163,529,728	$ 1,067,174

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2018

(Continued)

	Balance September 30, 2017	Additions	Deductions	Balance September 30, 2018
Total Agency				
ASSETS				
Cash and cash equivalents	$ 3,476,423	$ 1,645,439,085	$ 1,644,996,464	$ 3,919,044
Accounts receivable	477,035	46,707,445	46,761,923	422,557
Total Assets	$ 3,953,458	$ 1,692,146,530	$ 1,691,758,387	$ 4,341,601
LIABILITIES				
Due to individuals	$ 513,490	$ 418,427,823	$ 418,616,230	$ 325,083
Due to other governmental units	3,439,968	41,957,072	41,380,522	4,016,518
Total Liabilities	$ 3,953,458	$ 460,384,895	$ 459,996,752	$ 4,341,601

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements (hereinafter referred to as "financial statements") of the general fund and aggregate remaining fund information of the Tax Collector of Escambia County, Florida (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Tax Collector's financial statements, and have issued our report thereon dated December 19, 2018.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Tax Collector's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Tax Collector's internal control. Accordingly, we do not express an opinion on the effectiveness of the Tax Collector's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Tax Collector's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

December 19, 2018
Pensacola, Florida

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Scott Lunsford
Escambia County Tax Collector

We have examined the Office of the Tax Collector of Escambia County, Florida's (hereinafter referred to as "Tax Collector") compliance with Florida Statute 218.415 in regards to investments for the year ended September 30, 2018.

Management is responsible for the Tax Collector's compliance with those requirements. Our responsibility is to express an opinion on the Tax Collector's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Tax Collector's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the Tax Collector's compliance with specified requirements.

In our opinion, the Tax Collector complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Warren Averett, LLC

December 19, 2018
Pensacola, Florida

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

MANAGEMENT LETTER

Honorable Scott Lunsford
Tax Collector Escambia County, Florida

Report on the Financial Statements
We have audited the financial statements (hereinafter referred to as "financial statements") of the general fund and the aggregate remaining fund information of the Office of the Tax Collector of Escambia County, Florida (hereinafter referred to as "Tax Collector"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2018.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 *Rules of the Florida Auditor General.*

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 19, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Financial Management
Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General,* requires that we communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the Tax Collector, the Escambia County Board of County Commissioners, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

December 19, 2018
Pensacola, Florida

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SCHEDULE OF FINDINGS AND RESPONSES
SEPTEMBER 30, 2018

There were no comments which require management's written response.


ESCAMBIA COUNTY
FLORIDA


ESCAMBIA COUNTY
FLORIDA
Gulf Islands National Seashore
Turtle Runner

AI-15715 **Clerk & Comptroller's Report 14. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 03/07/2019
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 14, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 21, 2019; and

C. Approve the Minutes of the Regular Board Meeting held February 21, 2019.

Attachments

20190214 CW Workshop Report
20190221 Gary Sansing Public Forum Report
20190221 Regular BCC Meeting Minutes

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

FEBRUARY 14, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

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

Minutes prepared by: Lizabeth Carew

AGENDA ITEMS

1. Call to Order

   Chairman May called the Committee of the Whole Workshop (C/W) to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on February 9, 2019, in the Board's Weekly Meeting Schedule.

AGENDA ITEMS – Continued

3. OLF8/OLFX

A. Board Discussion – The C/W:

(1) Agreed to not address any zoning and future land use issues until after the Master Plan for the site has been completed;

(2) Discussed the costs associated with lawn maintenance of the site, and:

(a) Was advised by Wes Moreno, Director of the Roads and Bridges Department, that:

1) A contractor who does work for the Florida Department of Transportation has provided an estimate of approximately $115,000, annually, to mow the field; and

2) The County could purchase a couple of used tractors and mowing decks at approximately $156,000, and staff the mowing duty internally at approximately $7-$8 per acre;

(3) Heard the request from Commissioner Underhill that the Board be informed of the cost for the Cultural Survey as soon as it's available;

(4) Upon inquiry from Commissioner May, heard comments from Mr. Moreno concerning issues relating to the use of inmates to mow the site;

(5) Agreed to have staff bring back further information with regard to the purchase of the tractors; and

(6) Agreed to direct staff to begin the process of advertising the Request for Proposals for an OLF8 Master Plan; and

B. Board Direction – None.

AGENDA ITEMS – Continued

4. Midtown Commerce Park/Memorandum of Understanding (MOU)

   A. Board Discussion – The C/W:

      (1) Was advised by Dave Robau, CEO and Chief Scientist of National Energy, that the proposal for development of the Midtown Commerce Park site, as discussed at the September 2019 C/W Workshop, is to create a training facility to process waste, and a Memorandum of Understanding with the County would allow National Energy to start engaging with the community, to bring in stakeholders, and have focus groups to discuss the future of the site;

      (2) Heard comments from Commissioner Underhill relating to concerns he has with questions he has that have been answered regarding certain logistics, and with the other entity (Parkside Partners) involved with the proposal;

      (3) Heard comments from Commissioner Bergosh relating to concerns he has with the absence of a representative from Parkside Partners at this meeting and with the idea that the County would be paying another entity to process garbage; and

      (4) Agreed to table this issue until all entities involved are available and able to participate in this discussion; and

   B. Board Direction – None.

5. New Escambia County Correctional Facility Progress Report

   A. Board Discussion – The C/W was provided with an update relating to the progress of the new Escambia County Correctional Facility from Steve Jernigan, Bay Design; Bob Dye, Facilities Management Department Director; and Colby Brown, Assistant County Engineer, and:

      (1) Was advised by Mr. Jernigan that the foundation and backfilling for "Area D" has been poured, the JJC [Juvenile Justice Center] parking lot was inspected, accepted, and turned over for use in January; the stormwater pond on Leonard Street is being excavated; and inclement weather has placed the project 28 days behind;

(Continued on Page 4)

AGENDA ITEMS – Continued

5. Continued…

   A. Continued…

      (2) Was advised by Mr. Brown that the Shared Access/Joint Use Acknowledgement Agreement for the Escambia County Jail will come before the Board for approval on February 21, 2019;

      (3) After discussion concerning the surrounding businesses, agreed to direct staff to move forward with a master developer for the sites surrounding the new facility;

      (4) Requested that staff explore the possibility of expanding the boundaries of the Englewood CRA (Community Redevelopment Agency); and

      (5) Heard the request from Commissioner May for the zip codes of the local contractors/hires for the project; and

   B. Board Direction – None.

6. Gulf Coast Minority Chamber of Commerce

   A. Board Discussion – The C/W:

      (1) Heard a review from Brian Wyer, President/CEO of the Gulf Coast Minority Chamber of Commerce, of statistics he obtained while trying to create a baseline of the current level of the County's involvement with minority business, which was also provided in hard copy;

      (2) Heard comments from Commissioner Barry concerning the State of Florida's definition of minority businesses and the process by which it uses for registry, and requesting that Mr. Wyer, in collaboration with staff, continue to look for ways to refine the registry process;

      (3) Heard comments from Commissioner May requesting an analysis of vendors that are currently registered to do business with the County and that the candid and honest conversations concerning the lack of minority participation in the County's procurement process continue with a goal of obtaining a higher participation level;

(Continued on Page 5)

AGENDA ITEMS – Continued

6. Continued…

   A. Continued…

      (4) Heard comments from Commissioner Barry suggesting a requirement that all vendors are to be registered through the County's website by a date certain, and, if a vendor does not meet that requirement, then they will be unable to "get checks"; and

      (5) Was advised by County Attorney Rogers that the requirement Commissioner Barry is suggesting needs to be written into the County's existing Ordinance, and at Commissioner Barry's request, advised that her office will begin to work on an amendment; and

   B. Board Direction – None.

7. Escambia County Healthy Start Coalition, Inc.

   A. Board Discussion – The C/W heard an overview from Theresa Chmeil, Chief Executive Officer of Escambia County Healthy Start Coalition, Inc., and Chandra Smiley, Chief Executive Officer of Community Health Northwest Florida, of the services being provided in the northern area of the County; and

   B. Board Direction – None.

8. Rolling Hills Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Rolling Hills Construction and Demolition Debris Facility Update*, presented by Chips Kirschenfeld, Director, and Tim Day, Senior Manager, Natural Resources Department:

      (1) Was advised by Mr. Kirschenfeld that:

         (a) There are no current permit authorizations from the Florida Department of Environmental Protection (FDEP) for construction demolition debris or land clearing debris;

(Continued on Page 6)

AGENDA ITEMS – Continued

8. Continued…

A. Continued…

(1) Continued…

(b) South Palafox Properties is out of compliance and FDEP will be filing a motion for contempt of court;

(c) FDEP is working with a contractor to close the construction demolition debris portion of the property; and

(d) Groundwater flows south through the site toward a wetland area, away from the Wedgewood Community, and identified contaminants are listed in the PowerPoint; furthermore, staff has not seen any surface water data further downstream in that tributary that runs into Marcus Creek to determine whether there are or are not any water quality impairments;

(2) Was advised by County Attorney Rogers that:

(a) The County has a Code Enforcement fine against the property, which continues to accrue daily at $200 per day; and the County has filed a foreclosure action with regards to a fire suppression lien, which is extremely inferior to a number of existing liens attached to the property; and

(b) The County is not obligated/involved in the procurement, management, and oversight of the closure; therefore, the obvious and easiest approach would be to adopt a Resolution to urge FDEP to "see this across the finish line"; the County could also do surface or groundwater testing off the site, with the permission of the land owners; and

(3) Was advised by Commissioner Underhill that he is opposed to any action, including foreclosure, that would let the owners of this property off the hook for what they've done to the community; and

(Continued on Page 7)

AGENDA ITEMS – Continued

8. Continued…

   A. Continued…

      (4) Was advised by Mr. Day that:

         (a) Since November 2016, which is around the time FDEP began the formal closure process, the levels have dropped significantly in terms of the frequency that the hydrogen sulfite was detected or was high enough to start to cause a level of potential concern;

         (b) Once FDEP gets their contractor working again, it is expected to take approximately nine weeks to complete the cap and closure process; and

         (c) FDEP has offered to hold an open house next month at the Wedgewood Community Center to provide information and address concerns; and

   B. Board Direction – The C/W recommends that the Board direct staff to immediately take all measures necessary to test the surface water and the ground water, as appropriate, in concentric circles around the Rolling Hills property site.

      Recommended 5-0

      Speaker(s):

      Gloria Horning

AGENDA ITEMS – Continued

9. Interim Medical Examiner

A. Board Discussion – The C/W:

(1) Heard an update from County Attorney Rogers relating to the situation with the District's Medical Examiner and the process by which a new Medical Examiner will be appointed; and was advised by Ms. Rogers that:

(a) Escambia County is the last county of the four counties in the District to address the salaries for the current Medical Examiner and Associate Medical Examiner, which are as follows:

- Chief Medical Examiner – $300,00, plus benefits
- Associate Medical Examiner – $200,000, plus benefits

(b) If the Board is open to moving forward with the salaries, then a written four-county contract, which will govern the remainder of the Medical Examiner's time with the District, will be presented to each county for approval;

(2) Heard comments from Commissioner Bender in favor of moving forward with a contract for the salaries, as presented;

(3) Heard comments from Commissioner Bergosh and Commissioner Barry in favor of moving forward with a contract for the salaries, as presented, only if there is a clause that protects the County's interest in getting monies back through a favorable judgement;

(4) Was advised by Commissioner Underhill that he is open to keeping the current Medical Examiner on staff as long as necessary, and the billing issue should probably be bifurcated from the salary negotiations;

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – February 14, 2019

ITEMS ADDED TO THE AGENDA

1. Pensacola Bay Bridge

   A. Board Discussion – The C/W discussed Commissioner Bender's proposal concerning establishing a committee to assist with the naming of the newly constructed Pensacola Bay Bridge; and

   B. Board Direction – None.

AGENDA ITEMS – Continued

10. Adjourn

    Chairman May declared the Committee of the Whole Workshop adjourned at 11:31 a.m.

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

FEBRUARY 21, 2019

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

   Vice Chairman Barry called the Gary Sansing Public Forum to Order at 8:37 a.m.

2. Speakers

   The Board heard comments from the following individuals:

James Welcome	Bill Fetke	Melissa Pino
Barbara Mayall	Anita Feliciano	Larry Downs, Jr.
Randy Cudd	Nancy Hagman	Michael Bearden
James Scaminaci	John Nixon	Merit Celaire
Margaret Hostetter	Dan Clark	Kevin Wade
Charles Krupnick	Dianne Krumel	

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 9:23 a.m.

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

FEBRUARY 21, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, 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 May called the Regular Meeting of the Board of County Commissioners to Order at 9:29 a.m.

2. Invocation

   Monsignor Luke Hunt of Our Lady of the Assumption Catholic Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry 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 Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 1 – Commissioner Bergosh provided comments and made a motion concerning his verbal add-on item (see page 35);

   C. District 4 – Commissioner Bender provided comments;

   D. District 5 – Commissioner Barry provided comments;

   E. District 3 – Commissioner May provided comments.

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

   A. Adopt the Proclamation honoring and congratulating Mrs. Arie Lee McCloud Ragler on reaching the age of 100 and extending best wishes to her for continued good health and happiness;

   B. Adopt the Proclamation congratulating Senior Pastor Larry McKeehan on his retirement after serving the Warrington Assembly of God for 14 years and commending him for his dedication to his community and his congregation; and

   C. Ratify the Proclamation dated February 12, 2019, congratulating John Appleyard and the Appleyard Agency on the Agency's 60th Anniversary and commending John Appleyard and his staff for their contribution to the community.

Motion: Move the items, A through C
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

7. Written Communication:

   January 30, 2019, communication from Sharron Dunn Gallant regarding a permit fee she paid for tree cutting done by a tenant without her knowledge.

Motion: Move to release the lien from the remaining properties that it's currently on
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Sharon Dunn Gallant

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:

   A. The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on February 8, 2019, for consideration of adopting an Ordinance creating the Tanglewood Subdivision Street Lighting MSBU; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 18 – February 22, 2019,* as published in the *Pensacola News Journal* on February 16, 2019 (affidavit received after the Board Meeting).

Motion: Move the waiving of the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

9. Recommendation: That the Board, at the 9:01 a.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2019-10] creating the Tanglewood Subdivision 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;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

9. Continued…

   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.

Motion: Move the Item in the affirmative and Items A, B, C, and D
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

10. Recommendation: That the Board direct staff to immediately take all measures necessary to test the surface water and the ground water, as appropriate, in concentric circles around the Rolling Hills property site, as recommended by the Committee of the Whole (C/W) at the February 14, 2019, C/W Workshop.

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

Motion: Move to proceed with monthly sampling **For Information:** Director Chips Kirschenfeld presented a PowerPoint presentation regarding options for the Board to choose from relating to sampling of water around the Rolling Hills property site.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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 following documents provided to the Clerk to the Board's office:

   A. The Pensacola-Escambia County Promotion and Development Commission Final Fiscal Year 2017-2018 Financial Audit, as provided by Melissa Stoker, Operations Manager for FloridaWest; and

   B. The Santa Rosa Island Authority Fiscal Year 2018 Audited Financial Statements, as provided by Vickie S. Johnson, Director of Finance for the Santa Rosa Island Authority.

Motion: Move the Clerk's Report in its entirety **For Information:** Ms. Childers advised the Board that Item 1.B was being dropped from the Clerk's Report.
Made by: Commissioner Underhill **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 Agenda Work Session held February 7, 2019;

   B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held February 7, 2019; and

   C. Approve the Minutes of the Regular Board Meeting held February 7, 2019.

Motion: Move the Clerk's Report in its entirety **For Information:** Ms. Childers advised the Board that Item 1.B was being dropped from the Clerk's Report.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

I. ACTION ITEM

1. Recommendation: That the Board take the following action concerning recording of Crimson Pointe (a 35-lot residential subdivision), located in the Beulah Community and lying north of Mobile Highway, also known as U.S. Highway 90, and west off Rebel Road and south of Beulah Church Road. Owner and Developer is Crimson Pointe Developers, Inc. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final 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 Statutes:

   A. Approve the Final Plat for recording;

   B. Approve the street names “Crimson Pointe Boulevard" and "Crimson Pointe Circle”;

   C. Accept all public easements, ponds, drainage improvements within public easements as depicted on the Final 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; and

   D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

Motion: Move to pull back and do additional research
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting “no”
Speaker(s): Tom Hammond

II. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearing for March 7, 2019:

   5:47 p.m. - Public Hearing - Temporary Auto Sales Ordinance (second of two public hearings)

Motion: Move the Consent Agenda
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Larry Downs, Jr. and Michael Bearden

COUNTY ADMINISTRATOR'S REPORT – Amy Lovoy, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of a Public Hearing on March 7, 2019, at 5:32 p.m., to consider adoption of an Ordinance creating the Brookhaven Street Lighting Municipal Services Benefit Unit.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

2. Recommendation: That the Board authorize the scheduling of a Public Hearing on March 7, 2019, at 5:33 p.m., to consider adoption of an Ordinance creating the Covington Street Lighting Municipal Services Benefit Unit.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

3. Recommendation: That the Board approve the Request for Disposition of Property Form for the Facilities Management Department for all items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The items are to be disposed of properly.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Supervisor of Elections Office, for property which is listed on the Disposition Forms, to be auctioned as surplus or disposed of properly.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

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

   A. Approve the Request for Disposition of Property Form for the Public Defender's Office, for equipment which is described and listed on the Disposition Form; the listed items are non-working, are in excess, and have been found to be of no further usefulness to the County. Escambia County Policy establishes the procedures for disposing of surplus or obsolete equipment; the surplus property listed on the Request for Disposition of Property Form has been checked and declared to be of no use to the County but is suitable for donating to Goodwill Industries/Easterseals of the Gulf Coast, a non-profit charity; and

   B. Adopt the Resolution [R2019-21] authorizing the conveyance of personal property to Goodwill Industries/Easterseals of the Gulf Coast, Inc.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for two treadmills which have been described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County, thus, it is requested that they be disposed of property.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

7. Recommendation: That the Board take the following action concerning the donation of County-owned dental equipment held by the Florida Department of Health in Escambia County:

   A. Approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County for County-owned dental equipment to be donated; the items are described and listed on the list provided with the Request Form, with reason for disposition stated; and

   B. Adopt the Resolution [R2019-22] authorizing the conveyance of personal property to Escambia Community Clinics, Inc., d/b/a Community Health Northwest Florida.

Motion: Move the Item in the affirmative
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"
Speaker(s): Bill Fetke

8. Recommendation: That the Board take the following action concerning the conveyance of Utility Easements in support of the Emerald Coast Utilities Authority (ECUA) lift station #120 relocation project:

   A. Approve the Temporary Construction Easement granted to ECUA and the Temporary Overhead Distribution Easement granted to Gulf Power Company, individually, to allow for temporary relocation of overhead utilities during construction of the new lift station;

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Continued…

B. Approve a 10-foot-wide Underground Distribution Easement granted to Gulf Power Company following the centerline of the existing electrical facilities; and

C. Authorize the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easements to ECUA and Gulf Power Company.

The subject property is located in Commission District 2.

[Funding source: all costs associated with accepting and recording of documents will be borne by ECUA and Gulf Power Company.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

9. Recommendation: That the Board take the following action concerning the Shared Access/Joint Use Acknowledgement for the Escambia County Jail:

A. Approve, and authorize the Chairman to sign, the Shared Access/Joint Use Acknowledgement for the Escambia County Jail; and

B. Authorize the payment of incidental expenditures associated with the recording of the document.

[Funding: Fund 352, "LOST (Local Option Sales Tax) III," Cost Center 290407, Object Code 56201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board authorize staff to obtain title policy and insurance on County-owned property, located at 10808 Lillian Highway, for the Perdido Bay Boat Ramp Conservation Project.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees]

This project is located in District 1.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

11. Recommendation: That the Board reappoint Dr. Carol B. Tanskley to the West Florida Public Library Board of Governance, effective March 1, 2019, through February 28, 2021.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 8, 2019, to January 22, 2019, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. Dr. Tanksley's resume was the only one received.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the Commissioner Appointment to the Downtown Improvement Board (DIB):

    A. Rescind the Board's action of January 24, 2019 (Commissioner Underhill's Add-on #1), approving to rescind the Board's action of December 6, 2018, appointing Commissioner Underhill as the DIB representative and appointing Chairman May to serve in that role; and

    B. Appoint Commissioner Robert D. Bender to serve on the DIB for calendar year 2019.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

13. Recommendation: That the Board approve and ratify the Chairman's signature on the Florida Department of State Division of Library and Information Services State Aid to Libraries Grant Application Certification of Hours, Free Library Service, and Access to Materials, which certifies the following statements are true for West Florida Public Libraries from October 1, 2016, through June 30, 2019:

    A. Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;

    B. Provides access to materials, information, and services for all residents of the area served; and

    C. Has at least one library, branch library, or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

(Continued on Page 13)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

13. Continued…

The Certification is related to the State Aid to Libraries Grant Agreement that was approved by the Board on December 6, 2018.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

14. Recommendation: That the Board approve the Revised 2019 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on Tuesday, September 10, 2019, at 5:31 p.m., and Monday, September 23, 2019, at 5:31 p.m., respectively.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

15. Recommendation: That the Board approve the reinstatement of expired Escambia County Master Electrical Certificate of Competency ER0015268, issued to Gary Garza, per the recommendation of the Escambia County Board of Electrical Examiners.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 15, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 14.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve, and authorize the Chairman to sign, the Settlement Agreement between First Judicial Circuit of Florida and Escambia County. An Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida, was approved by the Escambia County Board of County Commissioners at the June 21, 2018, meeting. There was a delay in obtaining the signature of both parties resulting in the execution of the contract after the work had begun, on July 27, 2018. The Court has determined the most efficient way to reimburse the County for all services related to this Agreement is through a Settlement Agreement for the work performed prior to the execution of the Agreement.

   [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 $61,433.]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board approve the second 12-month extension, effective February 22, 2019, to the Agreements relating to Escambia County, Florida, Grounds Mowing and Trimming for Athletic Parks - Zones 1 through 6, per PD 16-17.016, Parks and Recreation Department Grounds Mowing and Trimming, for the following six zones identified and contracted for separately, for a term of 12 months, with options to renew for 2 additional 12-month terms, at the annual amounts noted for each. The Agreements are Unit Price Agreements, based on a cost per mow, per field in each zone:

   A. Agreement for Zone 1 to Total Landscape Service, Inc., in the annual amount of $29,450;

   B. Agreement for Zone 2 to Rhett James Landscaping, Inc., in the annual amount of $63,990;

   C. Agreement for Zone 3 to Emerald Coast Grass Company, LLC, in the annual amount of $36,172.50;

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

D. Agreement for Zone 4 to Coastal Landscaping and Maintenance, Inc., in the annual amount of $36,950;

E. Agreement for Zone 5 to Big Orange Enterprises, LLC, d/b/a Escape Landscaping and Lawn Care, in the annual amount of $54,720; and

F. Agreement for Zone 6 to Gulf Coast Environmental Contractors, Inc., in the annual amount of $52,320.

[Funding: Fund 353, Lost (Local Option Sales Tax) IV, Cost Center 350221, Object Code 53401, Project Number 19PR0369]

Motion: Move CAR II-2, with the stipulation that this be the last extension on this contract.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

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

A. Approve the reallocation of funds from the Capital Improvement Program - Parks and Recreation Department from the following projects to fund other priority projects, totaling $520,000, as follows:

FROM:

Description	District	Amount
Civitan Park	2	$50,000
Molino Track	5	$40,000
Englewood	3	$30,000
Land Acquisition	9	$400,000

(Continued on Page 16)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

A. Continued…

TO:

Description	District	Amount	Description of Project
Treasure Hills Playground	2	$50,000	Transferring funds to construct a playground at Treasure Hills
Barrineau Park Playground	5	$40,000	Transferring funds to construct a playground at Barrineau Park
Oakfield Acres Fitness Area	3	$30,000	Transferring funds to construct a fitness area at Oakfield Acres Park
Carriage Hills Playground	1	$50,000	Transferring funds from Land Acquisition to construct a playground at Carriage Hills Park
Park Development	9	$350,000	Transferring balance of funds from Land Acquisition to pay for operating and maintenance costs at County Parks through the end of the Fiscal Year

B. Authorize issuing a Purchase Order to Game Time c/o J. A. Dawson & Company, in the amount of $197,676.71, from the U.S. Communities Contract #2017001134, for the Carriage Hills Park Playground (District 1), Barrineau Park Playground (District 5), Treasure Hills Park Playground (District 2), Oakfield Acres Fitness Area (District 3), and Brownsville Park Fitness Area (District 3). Funds are available in the Brownsville Park project to pay for the fitness equipment.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

Motion: Move the balance **For Information:** The “balance” refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Wheelchair Ramp Pilot Program Agreements, subject to Legal review and sign-off:

   A. Approve the Wheelchair Ramp Pilot Program Agreement with Council on Aging of West Florida, Inc., in the amount of $10,000;

   B. Approve the Wheelchair Ramp Pilot Program Agreement with Pensacola Civitan Club, Inc., in the amount of $12,000;

   C. Approve the Wheelchair Ramp Pilot Program Agreement with Pensacola Habitat for Humanity, Inc., in the amount of $6,000;

   D. Approve the Wheelchair Ramp Pilot Program Agreement with Ray of Hope, of Northwest Florida, Inc., in the amount of $14,000; and

   E. Authorize the Chairman or Vice Chairman to execute the Agreements as necessary to implement the Program.

   [Funding: Fund 146/CDBG Housing Loan Repayment Fund, Cost Center 370291]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action regarding the acquisition of four real properties located in the Westernmark and Valencia Arms Subdivisions for the Erress Boulevard and Diego Circle Blight Reduction Project:

   A. Approve to waive the Code fines and collect hard costs on four real properties as indicated below:

Parcel ID	Property Owner	Address	Appraisal Value	Estimated Code Fines	Hard Cost
09-2S-30-0550-000-050	Allen L. & Brenda Janssen	121 Diego Circle	$18,000	$14,950	$550
09-2S-30-0550-000-048	Allen L. & Brenda Janssen	125 Diego Circle	$15,000	$14,950	$550
09-2S-30-0550-000-046	Allen L. & Brenda Janssen	129 Diego Circle	$13,000	$14,950	$550
09-2S-30-0550-000-037	Calvary Christian Center, Inc.	161 Diego Circle	$14,000	$14,950	$550

   B. Authorize County staff to draft Contracts for Sale and Purchase for the acquisition of the above-noted properties, conditioned on receipt of executed Contracts in substantially the form provided, subject to Legal sign-off; 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 these properties, without further action of the Board.

   [Funding: Fund 129, 2015 CDBG, Cost Center 370224]

Motion: Move the balance **For Information:** The “balance” refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board take the following action concerning the First Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission:

   A. Approve the Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission (SCPDC), for the addition of the full Mobile App module and base Facilities asset module to the MyGovernmentOnline (MGO) Software Suite, at an additional annual cost of $28,800, with no initial setup fee; the additional cost will be paid by the Information Technology Department; the software modules will replace the current Accela CRM (AKA PublicStuff) App that is being used by all Escambia County Board of County Commissioners (ECBCC) Departments for Public Records Requests and citizen requests for ECBCC services. It will also replace an old, facilities asset application;

   B. Authorize the issuance of a Change Order, in the amount of $28,800, to South Central Planning and Development Commission for the MyGovernmentOnline Software Suite;

   C. Authorize the County Administrator to execute all documents related to the acceptance of the Amendment to Software License and Service Agreement with SCPDC for the MGO Software Suite; and

   D. Approve sending Accela a notice terminating all services for additional annual terms (with language stating that the County will not appropriate additional funds for the Agreement), to be provided no less than 60 calendar days prior to the expiration of the current term ending on July 16, 2019.

   [Funding: Fund 001, General Fund, Cost Center 270102, Information Technology $28,800]

Motion: Move the balance **For Information:** The “balance” refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve allocating $2,500 from Commissioner Steven Barry's Discretionary Fund to sponsor the Northview High School FFA Blue Jacket Jamboree. The event will be held on March 30, 2019, at the Escambia County Extension 4-H Facility.

   [Funding: Fund 001, Discretionary Fund, Cost Center 110101, Object Code 58201]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

8. Recommendation: That the Board adopt the Resolution [R2019-23] approving Supplemental Budget Amendment #080, Other Grants and Projects Fund (110), in the amount of $40,230, to recognize the remaining portions of two prior year Grants from the Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Division of Environmental Protection (FDEP), and to appropriate these funds for the Oriskany PCB Monitoring and FDEP LID Manual activities.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board adopt the Resolution [R2019-24] approving Supplemental Budget Amendment #081, Other Grants and Projects Fund (110), in the amount of $150,000, to recognize proceeds from the Florida Department of Environmental Protection (DEP), and the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds to increase compliance with outdoor lighting standards to protect nesting sea turtles and hatchlings on Pensacola Beach.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

10. Recommendation: That the Board take the following action concerning the acceptance of a drainage easement located at the north end of Motley Court from the University of West Florida - Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for the Motley Court Creek Gulley Project:

    A. Accept the donation of a drainage easement (approximately 4.05 acres) located at the north end of Motley Court from the University of West Florida - Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for drainage improvements;

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

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

    D. Authorize the Chairman or Vice Chairman to accept the Easement on the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued…

This property is located in Commission District 5.

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

Note: This Drainage Easement document contains language for indemnity and attorney's fees provisions.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

11. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Local Agency Program Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.032, Dawson Road Over Pritchett Mill Creek Bridge (484046), FPN: 432287-1-38-01, Federal No. (FAIN): D317-051-B, for an amount not to exceed $509,387.78.

[Funding: Fund 352, LOST (Local Option Sales Tax) III; Cost Center 210128, LAP-Dawson/Pritchett Mill; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; LAP Portion (75%) $382,040.83; and Fund 352, LOST III; Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; LAP Portion (25%) $127,346.95; Total $509,387.78]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board authorize the issuance of a Purchase Order for one 2019 Isuzu NQR Crew Cab 17,950 GVWR, per the specifications, terms and conditions of PD 18-19.019, Isuzu NQR Crew Cab 17,950 GVWR, for the Escambia County Road Department, in the amount of $59,595.94.

    [Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery and Equipment]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

13. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 17-18.027, Pensacola Bay Living Shoreline, in the amount of $217,480 for Base Services, with $581,473 for Optional Services, to be funded with future Grants.

    [Funding: Fund 118, Gulf Restoration Fund, Cost Center 221041, Object Code 53101 - $217,480]

Motion: Move Item CAR II-13 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve the utilization of the first of two possible one-year renewals, per the terms and conditions of PD 14-15.078, Fire Fighting Equipment Service for Various County Buildings, retroactive to October 8, 2018, between Escambia County, Florida, and The Hiller Companies, Inc., d/b/a Hiller Systems, for an annual estimated amount of $16,050. This represents a 7% increase over the original Agreement from Fiscal Year 2014-2015 and is the first price increase over this time frame. This requested increase has been reviewed and approved by Robert Dye, Acting Facilities Manager.

    [Funding: Fund 001, General Fund; Cost Center 310203, Object Codes 54601 & 54401 - $13,000 - Facilities Management; and Fund 001, General Fund; Cost Center 330206; Object Code 54601 - $3,050 - Public Safety Department]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

15. Recommendation: 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 18-19.009, Resurfacing Group 18-19, in the amount of $3,785,659.19.

    [Funding: Fund 353, LOST (Local Option Sales Tax) IV, Cost Center 210106, Object Code 56301]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Gulf Marine Construction, Inc., per the terms and conditions of PD 18-19.002, Southwest Greenway 1st Extension, in the amount of $173,165.30.

    [Funding: Fund 151, Fund CRA Warrington, Cost Center 370114, Object Code 56301 - $173,165.30]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

17. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 18-19.013, Willowbrook Lake Dam Reconstruction Project, in the amount of $1,157,915.53.

    [Funding: Fund 353, Cost Center 210106, Object Code 56301, Project Number 19EN0525 - $951,089; Fund 352, Cost Center 210107, Object Code 56301, Project Number 15EN3325 - $190,814.24; Fund 352, Cost Center 210107, Object Code 56301, Project Number 14EN2605, $16,012.29; Total $1,157,915.53]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 17-18.054, Local Agency Program Agreement County Road (CR) 295A North Old Corry Field Road Sidewalk and Drainage Improvements, Construction Engineering and Inspection (CEI), for Sidewalks Only & Resident Compliance Specialist (RCS) Services for the Entire Project, FPN: 425745-5-68-01, Federal No. (FAIN): 9044-032-C, for an amount not to exceed $135,749.24.

    [Funding: Fund 352, LOST (Local Option Sales Tax) III/LAP Portion, Cost Center 210125, Object Code 56301, Project #17EN3772 - $38,150; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0228 - $80,984; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #12EN2061 - $3,927.24; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2382 - $12,688]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

    A. Rescind the Agreement approved by the Board on January 10, 2019, PD 17-18.104, Local Agency Program Agreement Re-Solicit County Road (CR) 295A North Old Corry Field Road Sidewalk & Drainage Improvements, FPID: 425745-5-58-01, Federal-Aid Project Number: 9044-032-C, in the amount of $1,198,329.13, CAR II-13; and

    B. 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 17-18.104, Local Agency Program Agreement Re-Solicit CR 295A North Old Corry Field Road Sidewalk & Drainage Improvements, FPID: 425745-5-58-01, Federal-Aid Project Number: 9044-032-C, in the amount of $1,198,329.13.

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

[Funding: Fund 352, LOST (Local Option Sales Tax) III/LAP Portion, Cost Center 210125, Object Code 56301, Project #17EN3772 - $491,838; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0228 - $164,282.13; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #17EN3952 - $440,672; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188 - $101,537]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

20. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to Martin Marietta Materials, Inc., for the Public Works Department - Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$30,000
Vendor:	Martin Marietta Materials, Inc.
PO#	190806
CO#	2
Original Purchase Order Amount:	$20,000
Cumulative Amount of Change Orders	$50,000
New Purchase Order Total	$70,000

[Funding Source: Fund 001, General Fund, Cost Center 211401, Object Code 55201]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board adopt, and ratify the Chairman's signature on, the Resolution (R2019-13) authorizing the Locally Funded Agreement (LFA), for State Road 10A/US 90/West Cervantes Street - Corridor Improvement Project.

This project is located in Commission Districts 2 and 3.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301 - FY20 $1,000,000]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

22. Recommendation: That the Board take the following action concerning the Advanced Traffic Management System/Intelligent Transportation System Signalization Upgrades:

A. Approve issuing a Purchase Order for a not-to-exceed amount of $519,440, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to furnish and install the signal materials to improve the signs for connectivity, and install the equipment;

B. Approve issuing a Purchase Order for a not-to-exceed amount of $144,950, to Temple, Inc., on State Contract ITB-DOT-15/16-9005-GH, to provide the wireless devices needed for the connectivity installations at the proposal signal locations; and

C. Approve issuing a Purchase Order for a not-to-exceed amount of $267,450, to Transportation Control Systems, on State Contract ITB-DOT-15/16-9005-GH, to purchase new signal cabinets and controllers.

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

The areas for upgrade are located in Commission Districts 1-5.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) IV, Cost Center 210107, Object Code 56301, Project #19DS0669]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

23. Recommendation: 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 18-19.012, Innerarity Point Road Area Drainage Improvements, in the amount of $375,249.77.

[Funding: Fund 352, Local Option Sales Tax (LOST) III – Cost Center 210107 – Object Code 56301 – Project #: 14EN2592: $329,120.73 (Innerarity Point Drainage); and Fund 352, LOST III – Cost Center 210107 – Object Code 56301 – Project #: 08EN0208: $46,129.04 (Resurfacing)]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Drug Free Workplaces, LLC, for the amount of $30,000, for a term of 36 months, with an option for two, one-year extensions, per the terms and conditions of PD 18-19.020, Drug, Alcohol and Nicotine Testing Services.

    [Funding: Fund 001, General Fund, Cost Center 150101, Object Code 53101]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

25. Recommendation: That the Board approve Budget Amendment #091, Local Option Sales Tax III Fund (352), in the amount of $996,450, to move funds from Perdido Key Beach Access Project #17PF3862 to the Intelligence Transportation System (ITS) Application Box Project #11EN1028. These funds were reallocated from ITS Project to Perdido Key Beach Access Project in Fiscal Year 2017 to expand and enhance public access to the Gulf of Mexico.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2019-25] establishing a Committee to Assist with the Naming of the New $400 million dollar Pensacola Bay Bridge that the Florida Department of Transportation is constructing. The composition of this Committee would be made up by each Commissioner appointing one representative. After the Committee seeks public comment and comes to a consensus, they will bring their final recommendation to the Board for approval.

Motion: Move to establish a committee to assist with the naming of the Pensacola Bay Bridge and to adopt the Resolution
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner May voting “no”
Speaker(s): Jack Brown, Samuel Bolden, Butch Hansen, Lee Hansen, Alan Gray, Donna Clark, Jerry McIntosh, Reginald Parker, Ellis Jones, Cris Dosev, and Melissa Pino

Motion: Move to reconsider the Item that we just voted on
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Motion: Move to adopt the Resolution to form a committee to name the Pensacola Bay Bridge
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-2, with Commissioner May and Commissioner Underhill voting “no”

2. Recommendation: That the Board discuss the County Road 99/Beulah Road and State Road 292/Perdido Key Drive ownership swap.

Disposition: No Action Taken

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

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

   A. Authorize the scheduling of a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.01(8), Florida Statutes, for Thursday, March 7, 2019, at 8:15 a.m.; and

   B. Authorize the public notice printed below that will be published in the *Pensacola News Journal* on Saturday, March 02, 2019.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Andrea N. Minyard, M.D. v. Escambia County, Case No. 2018 CA 000780, Escambia County Circuit Court , in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:15 a.m., on Thursday, March 7, 2019, in the Ernie Lee Magaha Government Building, Board of Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Lumon J. May, Douglas B. Underhill, Jeff Bergosh, Robert Bender, and Steven L. Barry, Interim County Administrator Amy Lovoy, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

Motion: Move County Attorney's Report Items 1, 2, and 3 **For Information:** County Attorney Rogers advised the Board that Action Item 4 was being dropped from the County Attorney's Report.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action concerning authorization to proceed with a lawsuit against Evanston Insurance Company for closure costs and post-closure costs pertaining to Saufley Landfill:

   A. Authorize the County Attorney's Office to pursue all available legal remedies; and

   B. Authorize the filing of a lawsuit against Evanston Insurance Company for breach of policy endorsements allowing for the recovery of closure costs and post-closure costs by Escambia County.

Motion: Move County Attorney's Report Items 1, 2, and 3 **For Information:** County Attorney Rogers advised the Board that Action Item 4 was being dropped from the County Attorney's Report.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

3. Recommendation: That the Board authorize the scheduling of a Public Hearing on Thursday, March 7, 2019, at 5:34 p.m., to consider an Ordinance creating Chapter 100, Article I, Sections 100-1 through 100-6 establishing the Escambia-Pensacola Human Relations Commission.

Motion: Move County Attorney's Report Items 1, 2, and 3 **For Information:** County Attorney Rogers advised the Board that Action Item 4 was being dropped from the County Attorney's Report.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

4. Recommendation: That the Board take the following action concerning the proposed settlement of ADA and Section 504 claims brought in Walter Joseph Beckman v. Escambia County, Case No. 3:18-cv-2189-MCR/EMT:

   A. Authorize the Chairman to sign the settlement agreement and release in which the Board will be paying Mr. Beckman and his attorneys the sum of $14,800.00 for attorney's fees and any alleged damages suffered by Plaintiff; and

   B. Authorize the County Attorney's Office to sign the joint stipulation for dismissal with prejudice once the Board approves the settlement agreement and release.

Motion: Move County Attorney's Report Items 1, 2, and 3 **For Information:** County Attorney Rogers advised the Board that Action Item 4 was being dropped from the County Attorney's Report.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding $1,500 to Jim C. Bailey Middle School for the Florida Science Olympiad on March 30, 2019, in Orlando, Florida, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move $1,500 from my discretionary spending for the Jim Bailey Middle School Florida Science Olympiad March 30, 2019
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

ITEMS ADDED TO THE AGENDA – COMMISSIONER BERGOSH – Continued

2. Verbal Item Added to the Agenda

Motion: Move to waive the cost of the fee for the rental of Beulah Park on Saturday, March 2nd, and I will cover any associated costs out of my discretionary fund so that the community of Beulah can honor Mr. Reddy and raise money for his family **For Information:** Govardhan "Reddy" Kotha was the victim killed in a robbery on Mobile Highway in Pensacola on February 19, 2019.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board take the following action concerning obtaining an appraisal for property located in the 1600 Block of Old Chemstrand Road (approximately 0.67 acres), owned by Hussein and Anne Sharaway:

   A. Authorize staff to order an appraisal for the potential acquisition of property located in the 1600 Block of Old Chemstrand Road, owned by Hussein and Anne Sharaway; and

   B. Authorize staff to bring the appraisal back to the Board for further discussion prior to making an offer and prior to continuing with standard due diligence, as outlined in Section 46-139 of Escambia County Code of Ordinances.

   [Funding Source: Fund 352 "LOST (Local Option Sales Tax) III," Cost Center 350229, Object Code 56101, Project #08PR0058 "Park Development"]

Motion: Move the recommendation concerning appraisal for acquisition of property located on Old Chemstrand Road
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the funding allocation of $1,500 from Commissioner Lumon May's Discretionary Fund to sponsor Booker T. Washington High School Chorus.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Vice Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 11:38 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15711 **Growth Management Report 14. 1.**
BCC Regular Meeting
Meeting Date: 03/07/2019
Issue: Review of Rezoning Cases Heard by the Planning Board on February 5, 2019
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 5, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 5, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-02 and Z-2019-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2019-02**
Address:	12960 Lillian Highway and 12400 BLK Lillian Highway
Property Reference No.:	02-2S-32-1001-030-010 & 02-2S-32-1001-043-010
Property Size:	0.17 (+/-) acres and 0.11 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-Use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Barbara Fortunati, Bruce Gamiere, David Puglisi, Jacqueline Lane, Craig Hartigan, Patrick Langan, Ellen Stuckey, Karen Hartigan

2. Case No.:	**Z-2019-03**
Address:	8662 Ashland Avenue
Property Reference:	10-1S-30-1101-030-005
Property Size:	4.76 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-Use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Schultz, Gail Manning, James D. Homyak

BACKGROUND:

The above cases were owner initiated and heard at the February 5, 2019, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2019-02
Z-2019-03

Z-2019-02

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-02
Applicant: Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner

Address: 12960 Lillian Highway & 12400 Blk Lillian Highway
Property Size: 0.17 (+/-) acres and 0.11 (+/-) acres
From: MDR, Medium Density Residential district (10 du/acre)

To: HDMU, High Density Mixed-Use district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 5th day of February 2019, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
TIM PYLE — District 2
JAY INGWELL — District 1
ERIC FEARS — District 4
ALAN GRAY — At-Large
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy Representative

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
Development Services Department

KAYLA MEADOR
ALLYSON CAIN LINDSAY
JON FISHER
KIM WILSON

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P R O C E E D I N G S

(Planning Board Staff was duly sworn.)

THE CHAIRMAN: Board members, these individuals have been qualified in the past as experts in the area of land use and planning. Do any of you have any questions regarding their qualifications to offer expert testimony?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will enter them on the record as experts in the area of land use and planning.

THE CHAIRMAN: We're going to go ahead and move directly into our first case.

The first rezoning application for today is Case Z-2019-02. The applicant is Buddy Page, who is acting as the agent for Slavoljub and Margaret Djuric. I'm sure I murdered that name, but I apologize.

12960 Lillian Highway and 12400 block of Lillian Highway. This is .17 acres and .11 acres, from medium-density residential to high-density mixed use.

At this time I'll ask our members of the board: Have there been any ex parte

communications between you, the applicants, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing?

I'll also ask that you describe if you have visited the subject property and disclose if you are a relative or business associate to any of the parties.

And good morning, Steve. We'll start with you.

MR. OPALENIK: Good morning.

No to all.

THE CHAIRMAN: Thank you.

MS. HIGHTOWER: Good morning.

No to all.

MR. GRAY: No to all, Mr. Chairman.

MR. PYLE: No to all as well.

THE CHAIRMAN: All right. Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

THE CHAIRMAN: All right. Thank you.

Staff, was a notice of this hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was that notice also properly posted on the subject property?

MS. MEADOR: Yes, sir.

THE COURT: Okay. Mr. Page, do you have any opposition to the maps and photography being presented?

He's indicated he's okay with it.

So we will ask the staff members to go over the maps and photos.

Who will be presenting?

MS. WILSON: I will.

THE CHAIRMAN: Okay. Would you give your name and position for the record, please.

MS. WILSON: Kim Wilson, Planner I.

THE CHAIRMAN: Thank you.

MS. WILSON: This is a rezoning case for the addresses of 12960 Lillian Highway and the 12400 block of Lillian Highway, going from medium-density residential to high-density mixed use.

So we're going to go do the maps first. Again, this is the location map. That's the surrounding -- that's the actual parcel -- two parcels there, properties, and the surrounding properties or parcels, which are MDR and HDMU.

This is another view of the future land-use map, mixed-use suburban.

As you can see, the surrounding areas are also mixed-use suburban, with one of the, you know, mixed-use urban.

This is the existing land-use map with the -- showing single-family residence on the property, as well as the vacant lot next door with an existing business office to the adjacent property, which is a dentist's office.

And this is an area view of the two parcels that's requesting the rezoning from medium-density residential to high-density mixed use.

THE CHAIRMAN: Okay.

MR. GRAY: For clarity's sake, is one parcel owned by Mr. Slavoljub and one owned by Djuric, or is it one single owner for both parcels?

MS. WILSON: I believe it's one single owner for both parcels.

MR. GRAY: Is that correct? Okay. There's just a dual parcel. It's not a double parcel.

Okay. Thank you.

THE CHAIRMAN: Okay.

MS. WILSON: So criterion A --

THE CHAIRMAN: Hold on just a moment, please.

MS. WILSON: I'm sorry.

THE CHAIRMAN: That's okay.

Board members, do we have any questions about the maps or photography?

(No response.)

THE CHAIRMAN: All right. Hearing none, Mr. Page would you come forward, please, sir.

Good morning, sir.

MR. PAGE: Good morning.

THE CHAIRMAN: Please be sworn in.

- - -

WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Good morning, Mr. Page.

If you would please state your full name and address for the record.

THE WITNESS: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace, Florida.

THE CHAIRMAN: Thank you, sir.

Did you receive a copy of the rezoning

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hearing package and the staff's findings of fact?
THE WITNESS: I did.
THE CHAIRMAN: All right, sir.
Do you understand that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with the Land Development Code?
THE WITNESS: I do.
THE CHAIRMAN: Thank you, sir. Please proceed.
THE WITNESS: Mr. Chairman, I would request consideration of the board for my testimony to be that of an expert, please.
THE CHAIRMAN: Okay. Board members, we have previously qualified Mr. Page on this board as an expert in areas of land use and planning.
However, you have the right to ask any questions that you'd like to of his qualifications or background.
(No response.)
THE CHAIRMAN: Hearing none, we would ask for a motion to qualify him as an expert.

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MR. GRAY: So moved.
MR. INGWELL: Second.
THE CHAIRMAN: Motion and a second.
All those in favor, say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. Let the record reflect that Mr. Page will be an expert in the area of land use and planning.
All right, sir.
THE WITNESS: Thank you, Mr. Chairman.
In looking over the staff analysis for the five criteria that was posted earlier, in reviewing those, Mr. Chairman, criterion A, regarding consistency with the Comprehensive Plan, the staff did review that, and indicated in the writing that the proposed amendment of HDMU is consistent with the intent and purpose of future land-use category.
THE COURT: Mr. Page, I'm sorry. Just a second.
Can we bring that up on the screen so everybody can follow along, please?
Sorry, Mr. Page. Didn't want to interrupt

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you. I just wanted everybody to be able to follow along.
Thank you, sir. Ma'am. Sorry.
Go ahead, Mr. Page
THE WITNESS: Mr. Chairman, as that comes up, the staff finding, then, for the first criterion found to be consistent with the intent and purpose of the future land-use category.
Mr. Chairman, under criterion B, consistency with the Land Development Code, there was a fair amount of information presented in terms of the findings of the staff, but the conclusion is that the proposed amendment to HDMU is consistent with the intent and purpose of the Land Development Code. That was item B. So we're consistent with item A and item B.
THE CHAIRMAN: Okay. Let's hold on just a minute.
In the findings here, what we have up on the screen, it says it's not consistent. Now, I know you submitted an additional compatibility analysis.
THE WITNESS: Yes, sir.
THE CHAIRMAN: So let's talk about that so that we can make sure that it's correct in the

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record.
MS. WILSON: It was revised.
THE CHAIRMAN: Okay. So this is not the revised copy, then?
MS. LINDSAY: That one is the one on the screen.
THE CHAIRMAN: So it's not consistent.
MS. LINDSAY: It's not.
THE CHAIRMAN: Okay. So, even with --
MR. JONES: He has to make . . .
THE CHAIRMAN: Okay. Mr. Page, I think you've been doing this long enough to understand that the staff's findings is that it's not consistent.
But you did submit a compatibility analysis. And it's your job to bring that into evidence and convince the board that that's an alternate finding in this case. So I'll give you opportunity to do that at this time.
THE WITNESS: Sure.
Mr. Chairman, we submitted additional information. As a matter of fact, I think it's already part of the record; is it not?
MS. MEADOR: Yes.
MS. CRAWFORD: Yes.

MR. JONES: Yes.
THE CHAIRMAN: Let's have him go directly to Mr. Page's submission so we can address this finding.
Mr. Page, if you'll walk us through what your compatibility study says and why you believe that is an alternate finding of fact.
THE WITNESS: Sure.
Mr. Chairman, under what we submitted in addition to the application package, the section as it shows, 3-2.9, high-density mixed use, I highlighted the portion that says, "The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices.
And professional offices is what Dr. Djuric has there now. He owns two buildings. His practice is in the easterly-most building.
And what we're addressing, of course, is the rezoning of both parcels but principally on the parcel to the west, that building too will be a professional office too. That will be occupied by his son, who is a chiropractor. So these will be professional offices, as allowed under 3-2.9.

THE CHAIRMAN: Okay. Just hold on for just a moment there, and let's get testimony of staff.
So in the findings of fact, we've indicated that it's not compatible with this finding, that this is actually in our code for those type of offices, making an incompatible use.
MR. JONES: Yes, sir. If the board so wishes to -- Sorry. If the board so wishes to accept --
THE CHAIRMAN: State your name.
MR. JONES: Yes, sir. My name is Horace Jones. I'm the Director for the Development Services Department.
If the board so wishes to accept the compatibility analysis, the staff does not have no problem with it, but it is a decision of the board to make that decision.
THE CHAIRMAN: Okay.
MR. JONES: Yes.
THE CHAIRMAN: Thank you, sir.
MR. JONES: But from the strict overview of looking at the criteria as is, with the location, that's why staff have to go back on

the strict overview of it, but if we can accept his -- his compatibility analysis, we can move forward.
THE CHAIRMAN: And it's very common because this is a complex area that this comes up in these type of cases.
MR. JONES: Yes, it does. Absolutely.
THE CHAIRMAN: All right.
Go ahead, Mr. Page. Sorry.
THE WITNESS: Mr. Chairman, if we could scan further down the page, I think I indicated that that next paragraph, about what the intent of the applicant is, he's been practicing in the area for 21 years.
I observe and I've shown on the maps that I've attached with that that the requested zoning category is the same as these two properties are surrounded by. I think the board saw that in the earlier land use.
MR. JONES: Yes.
THE WITNESS: So the request is not for anything new or different or inconsistent with the areas. It's for the same category that it is completely surrounded by.
Then further down, in terms of

compatibility, even under 3.16, different land uses allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments of each.
That's 3-1.6, Mr. Chairman, and it basically is a definition of what compatibility is. And we certainly concur that we've already shown or Dr. Djuric has already shown for 21 years he's been compatible in the area. And we simply are stating in this particular paragraph that it's consistent with that portion of the Land Development Code.
And then further down, the locational criteria . . . Let's see. It's not a part of the residential development and the planned unit development, so it meets the criteria as follows under the infill development aspect listing under three:
Along an arterial or a collector road in an area where already established nonresidential uses are otherwise consistent with the HDMU district.
We feel like what we are requesting is consistent with that, Mr. Chairman. So the infill development, in terms of compatibility,

in terms of location and the other paragraphs that we have in this amended bit of information for the application, we think -- and I believe we heard the staff say that they feel consistent or comfortable, rather, with the addendum that we filed.

MR. JONES: And also, too, if I may -- if I may, board members --

THE CHAIRMAN: And state your name again so that everybody knows who you are.

MR. JONES: Yes, Mr. Chairman. Horace Jones, Development Services Director.

Again, there's some additional criteria if the board approves this that will have to be done at the site plan review level, which is providing adequate buffering fences, zoning and use. So all of those things can make it more -- it can help with any adverse impact on the surrounding neighbors because of the additional higher buffering standards.

THE CHAIRMAN: Okay. And when we get ready to go into public comments, I will ask Mr. Jones to give a little bit more of an in-depth explanation of the DRC process, which may cover some of the concerns that the residents have

about something like this. And at least you'll understand that it is a separate process than this process, a very strict process that the applicant must go through when they're developing property.

So we'll give you as much information as we can before we go into public comment. That way, you can base your comments accordingly.

So go ahead, Mr. Page.

THE WITNESS: Thank you, Mr. Chairman.

Under criterion C, compatibility with the surrounding uses, I think we've covered some of that in our comments previous. And were found to be consistent with that.

One of the observations that staff makes, Mr. Chairman, is within 500 feet radius, staff identified properties with zoning characteristics MDR and HDMU.

Both parcels are currently surrounded by HDMU zoning, and the proposed development will be consistent with the similar densities and intensities of the area.

So we're consistent with item C, as well.

Under criterion D, appropriate if spot zoning, we agree with the staff's finding that

it would not be spot zoning under the LDC definition and language.

And then finally under the last criterion, appropriate with change or changing conditions, this area has not had a great deal of change. And we agree with that observation by the staff.

So Mr. Chairman, according to everything we have here, with the addendum that we submitted as well, we think that we comply with all five of the criteria, and we ask the board's consideration for approval.

THE CHAIRMAN: Okay. Thank you, Mr. Page.

Do you have any witnesses you wish to call?

THE WITNESS: I have no witnesses, no, sir.

THE CHAIRMAN: Okay. Thank you.

If you'll have a seat, we'll call you back up in a moment.

Okay. Let's have staff's presentation at this time.

MS. WILSON: Okay. Criterion A, consistent with the Comprehensive Plan.

Staff findings: We did find that HDMU is consistent with the intent and purpose of the

future land use category mixed-use suburban.

And current future land use allows for residential and nonresidential uses, while promoting compatible infill development and the separation of urban and suburban land uses.

The proposed development will be using existing roads and infrastructure.

Criterion B, findings, I think --

MR. GRAY: Mr. Chairman.

THE CHAIRMAN: Yes.

MR. GRAY: I had a question at this point.

THE CHAIRMAN: Okay.

MR. GRAY: I was going to ask staff, in using the infrastructure that's present, but later on if we find out that this is not available for sewer, do we have an extent map that you guys have that shows the extent of sewers that are available in this area of Lillian Highway?

MS. WILSON: We wouldn't have that.

MR. FISHER: No.

MS. WILSON: That wouldn't be us.

MR. JONES: That would be ECUA. That's utilities --

MR. FISHER: That would be decided at --

THE CHAIRMAN: State your name and position, for the record.

MR. FISHER: Jon Fisher, senior planner.

The ECUA would look at it through the development review services committee when we go through that, DRC.

MR. JONES: Absolutely.

MR. GRAY: And I just -- I mean, I just recognize it on the box that's checked, that the only thing available is septic in this area. It's very adjacent to the water. It's one house -- one block away from the water.

MR. FISHER: This project did go through a preapplication, so they're aware of what they need to do.

It's their responsibility to check with the health department and ECUA whether they're on a septic tank or not, if they want to pursue with their project.

MR. GRAY: I mean, I'm not trying to get Mr. Page's mouth to dry up from that. I'm just saying it is an issue we have, in addition to -- and I think it's . . .

MR. JONES: Yes.

THE CHAIRMAN: Okay.

MR. GRAY: Thank you.

THE CHAIRMAN: Thank you.

Please proceed.

MS. WILSON: Okay. Criterion B. As I stated, I think I believe we discussed that as far as the -- being it's not consistent with the Land Development Code, the HDMU, high-density mixed use, but Mr. Page addressed that.

Criterion C, compatible with surrounding uses. Staff findings was the proposed amendment is compatible, as he stated, with the surrounding existing uses in the area.

We did identify within the 500-foot radius that it was zoning districts within medium-density residential and high-density mixed use.

So criterion D, appropriate if spot zoning, staff findings, based on the land development language -- Land Development Code language, the requested amendment would not be considered to be spot zoning, as the adjoining parcels are currently zoned high-density mixed use.

Criterion E, appropriate with the change or changing conditions. Staff findings, the

land use or development conditions within the areas surrounding the property of rezoning have not changed due to development or land-use changes.

So the proposed rezoning to high-density mixed use will share the same allowable uses and intensities as the adjoining parcels.

And that's it.

THE CHAIRMAN: All right. Thank you.

MS. WILSON: Thank you.

THE CHAIRMAN: Boards members, questions of staff?

(No response.)

THE CHAIRMAN: Mr. Page, any questions of staff before we move forward?

MR. PAGE: No, sir.

THE CHAIRMAN: All right.

Horace, at this time, before we go into public comments, if you would maybe give a little bit more of an explanation about what happens if this was approved for the rezoning change and they were going to develop the property what would happen at that time.

MR. JONES: Yes, sir, I will.

Again, Horace Jones, Director for

Development Services Department. Yes, I will, Mr. Briske.

Again, if the Planning Board makes a recommendation for approval, and if the board does adopt the recommendation from the Planning Board, the reflection step that they would need to go through is what we call a site plan review process or the development review process.

That process will be looking at the specific requirements, such as for traffic, for drainage, for fencing, for ECUA or septic tank. There's a group of technical experts that sits within that governing body. And staff -- they provide all comments governed by the Land Development Code of Escambia County.

And also -- since -- the Health Department, there's -- there's a specific expert that sits on that committee. And he will provide comments about either ECUA, water, septic tank.

They sit on that board, and prior to them -- once they make the application, we go through several phases. And it's very, very detailed; very, very technical.

If they do not meet those requirements of

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the Land Development Code for the specific project, they will not be receiving a development order.

That means they cannot proceed until they address every Land Development Code regulation for any other -- for any other of the governing body, action that they may require. So it's very, very detailed.

This is -- At this point, we're at the 30,000-foot level. And that goes for any site plan review project that comes in where they want to add on or build a structure on a vacant lot. They must go by the development review process, which is very technical in nature.

THE CHAIRMAN: Okay. I've got a couple questions about that process, Mr. Jones.

Number one, is it open to the public?

MR. JONES: It is. Yes, it is. The public, they can attend. The public can receive the comments. The public can receive -- The can come in -- They can take a look at the plans once they're officially submitted.

As Mr. Fisher stated, this project already had a preapplication meeting, so -- so if there's any -- There are some general plans

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that's currently involved, currently inside our records. And all those are under Sunshine rules and are available for the public.

THE CHAIRMAN: So you mentioned quite a few of the items that are covered.

Are things like traffic, emergency access, stormwater drainage?

MR. JONES: Yes.

THE CHAIRMAN: Environmental issues, such as septic tanks. Are all of those covered in the DRC process as well?

MR. JONES: Yes, they are.

We have fire safety. We have fire safety. Mr. Joe Quinn, he sits on the board.

We do -- we do have an environmental expert, Mr. Bey. And there are other departments, if we need to engage further with the other -- different other departments, and other of the experts, we do have access to them as well.

THE CHAIRMAN: Okay. Thank you.

MR. PYLE: Mr. Chairman, just a quick note. This is a great case to pay real attention to, in my opinion, the criterion C.

I would say 90 percent of our future cases

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coming up have to do with -- We noticed a while back a swath of land on a larger road back 20 feet is going to be deemed some certain zoning. And it's in contradiction to the majority of the residential houses around it.

I just believe that we will -- this will be a consistent issue -- And not this one. I've driven by. I live in the area. I know the doctor has been there for a number of -- a number of years.

But I think this is a real interesting case because I think it's going to be singular. We're going to look at this in a singular case, but it will be consistent with others coming in the future. And I think we just need to really pay attention.

And for those who are set to speak, to kind of reinforce what the Chairman said, please direct your arguments based on these criteria because it's just too challenging for us to say, "Well, I don't like it in my neighborhood" or "I don't" -- this or that. This is why the chair is going to painstaking degrees to explain the process because there is a process.

But at this stage, for example, these five

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criteria are what we need to focus on.

But I'm saying this for myself as well, that this is a very interesting case for that particular -- C. And I think that the agents were smart to do the compatibility study. But please keep it in mind when we hear from others.

THE CHAIRMAN: Absolutely. Thank you.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Escambia Land Development Code. They are listed on the screen.

During our deliberations, the Planning Board does not consider general statements of support or opposition.

Accordingly, please limit your testimony to those approval conditions and criteria that are shown on the screen and described in Section 2-7.2.

Also, please note that only the individuals who are here today and give testimony on the record before this Planning Board will be allowed to speak at the BCC meeting.

And at this time, we'll go right into our public speakers. The first one is Barbara Fortunati.

Good morning, ma'am.

When you come forward, if you'll please be sworn in, and then state your name and address for the record.

Once you do that, we do give a time for each person to speak. That way, we can hear from everyone. So all right. We'll have you sworn in, please.

- - -

BARBARA FORTUNATI, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Good morning.

THE WITNESS: Good morning. Thank you for hearing me.

My name is Barbara Fortunati.

My husband and I bought our house at 12950 Ogden Drive 34 years ago.

I am here to speak about -- Yeah, over here. I have an essential tremor, which, if you're going to have one, is the best kind.

So I would like to show some photos I have

taken that deal with compatibility with surroundings and appropriate with changed or changing conditions, if that's okay.

THE CHAIRMAN: Ms. Fortunati, let me just -- Put the timer on stop for just a second, please.

When we're bringing actual pictures, they're considered evidence in the case because we are quasi-judicial.

So what we have to do is, we actually have to bring them into evidence. The board has to accept them into evidence, and then it's made part of the record.

THE WITNESS: Okay.

THE CHAIRMAN: And then that way, we can consider them. If it's not part of the evidence, it's kind of hard for us to say, "Well, there was some pictures out there."

THE WITNESS: Correct.

THE CHAIRMAN: We have to actually bring them in.

So at this time, could you please describe to us what the pictures are of.

First of all, did you personally take them?

THE WITNESS: Yes, I did.

THE CHAIRMAN: And are they an accurate representation of what's out there right now?

THE WITNESS: Yes.

The only problem is, when I took it with my digital camera when I was trying to do a panoramic view where they match up, I was very careful to match up dwellings, and that sort of thing, but, you know, the wires and the line in the center of the road is not exactly on; but, yeah.

THE CHAIRMAN: Okay. All right. And you personally took these pictures, and --

THE WITNESS: Yes, I did.

THE CHAIRMAN: -- they're an accurate --

THE WITNESS: I took them yesterday.

THE CHAIRMAN: -- representation of what's on the ground?

THE WITNESS: Yes.

THE CHAIRMAN: Okay.

Board members -- How many pictures do you have?

THE WITNESS: I think I have five right there.

THE CHAIRMAN: Okay. So five.

Some of them are kind of taped together, like you said.

THE WITNESS: There are. That's what I did.

THE CHAIRMAN: So five different views, let's call them.

THE WITNESS: Yes.

THE CHAIRMAN: Okay. Board members, the Chair will entertain a motion to accept these pictures into evidence.

MR. GRAY: I make a motion that we accept these five pictures into evidence that were taken yesterday by the witness.

MR. PYLE: Second.

THE CHAIRMAN: Motion and second.

All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

Let's list those as Fortunati Exhibit 1 through 5, being the pictures. That way we have them.

And I would ask the folks that are showing them, maybe if you could come a little closer so

we could see them a little better.

And we also . . . Once you show the board members and you describe them, that we will need you to stay at the microphone.

THE WITNESS: Okay.

THE CHAIRMAN: We will also ask you to show them to members of the public so everybody can see what you're talking about. Okay?

So Ms. Fortunati, if you want to go forward, please.

THE WITNESS: Okay. All right.

Did you-all see the pictures on the right?

THE CHAIRMAN: We did.

THE WITNESS: All right. Just when I say this, I'd like you-all to look at it so I can denote what's up there.

THE CHAIRMAN: Okay.

THE WITNESS: Just turn to the board, please.

Okay. On the right-hand side you will see the dentist's office.

And as you come left, you will come down to Tracy Road, which is the road that leads in to where I live on Ogden Drive.

The dentist's office has been there for

years. It is a dentist's office in a renovated one-story small house.

And as a result, there is -- and because it's one dentist, there has not been a lot of traffic. There have been -- I go by there at least four times every day. They're like four or five cars that may be there, at the most. Very often there are two.

And as you look, there is a small house to the left. Right behind that is a house that is on Rosirito Place.

And then right next to that where you see the fence on the left-hand side, that property has a house on it on Rosirito, but it is the full length of the block from 98 to Rosirito Place.

And where you see the car in the far left at the end, that is where Tracy Road begins.

Now, in this area from Bauer on to -- going on to Lillian, there is -- Down at Bauer there's a 7-Eleven type of store, and there's a Dollar General.

The rest of the area, until you get around the bend, which is about a mile from Bauer, there is a restaurant.

This entire area where the dentist's office is, on both sides of the road is residential. It is a two-lane road.

The next picture shows the two houses that are right behind the dentist's office. The house on the left is the one that is right behind the house that is to the west of the dentist's office. And the house on the right is the house that is represented by the fence on 98.

THE CHAIRMAN: Okay.

THE WITNESS: Now, it said here, the criteria which is appropriate with changed or changing conditions.

This area, except for the dentist's office, has been the same for years. And we are a two-lane road, which is 98. And it is residential.

This shows you coming down Tracy, turning right onto Ogden Drive. There are eight individual homes there.

There are homes on Rosirito and Tracy, and it is a very small community on both sides of 98 and just north of 98.

Okay. Next picture. Okay.

There are two houses here. These are directly across from the dentist's office. And I didn't do a panoramic of all the houses on that side of the road, but that just sort of shows you the property lines.

All right. This shows you the wooded area coming into Tracy off of 98 that is just west of the dentist's office.

And this is looking from the intersection of Tracy, which goes out to 98, and Ogden Drive. And it's looking directly up -- It's looking directly south. And there are houses right across the street from that. And they're very small houses, but -- in the picture, but they -- it's -- it's definitely a neighborhood.

And we are concerned about traffic. Traffic on 98 on a two-lane road is -- is really objectionable at this point in time.

And so those are my -- those are my premises. One, that it is not compatible with the surroundings because the driveway into the dentist's office is not huge, and it's a one-story, small, older house that's been renovated.

And additionally, this area -- this

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particular area has not changed.
Thank you very much.
THE CHAIRMAN: Thank you, ma'am.
A quick question for staff. Is the use of the property right now a conforming use or a nonconforming use?
MR. JONES: Based upon -- It appears -- Again, Horace Jones.
It appears that basically that doctor's office has been there for quite a bit of time.
Now, we would call it a legal nonconforming use. That is what we would call it.
So this is now -- And there are some definite provisions that govern the legal nonconforming aspect of that that's governed by the Land Development Code. But we would call it a legal nonconforming use because of the period of time that it has been there. The code basically calls it nonconforming, the legal nonconforming use.
THE CHAIRMAN: Okay. All right. Thank you.
Mr. Page, do you have any cross-examination for --

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MR. PAGE: No, I do not.
THE CHAIRMAN: All right. Thank you.
MR. INGWELL: Do the other pictures have to be entered into evidence?
THE CHAIRMAN: We took 1 through 5 into evidence.
MR. GRAY: I thought we did that.
MR. INGWELL: Okay.
THE CHAIRMAN: Yeah. We're going to label those Fortunati Exhibits 1 through 5 for the record.
MS. CRAWFORD: Mr. Chairman, it appears there may be 12 -- I'm not sure how many photos. There are more than five.
THE CHAIRMAN: They're taped together.
MR. PYLE: Because they're taped together. They're taped together.
MS. CRAWFORD: Okay.
MR. PYLE: I assumed that the five meant --
MR. JONES: Yes.
MR. PYLE: -- all of them.
MR. GRAY: Five. The first one --
MR. PYLE: That was on --
MS. MEADOR: It's six pieces of paper.

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THE CHAIRMAN: Okay. So let's just be clear for the record.
Make a motion -- Someone make a motion to accept all of the pictures, even if they were taped together, as part of the record.
MR. INGWELL: I'll make a motion to accept all photos presented as evidence.
THE CHAIRMAN: All right. Thank you. Second?
MR. FEARS: Second.
THE CHAIRMAN: All right. All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
However, we have to label them for the record. I had them as 1 through 5, but if we need to go 1 through 12 or whatever, as long as they're listed as the exhibit.
MR. JONES: Is it possible -- We'll probably get with, if we can, so they can help us really label them accordingly.
THE CHAIRMAN: Right.
MR. JONES: For the reports, if it

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proceeds to the next level.
THE CHAIRMAN: Ms. Fortunati, before you leave today, if you would get with the staff members so you can help them get that into evidence for us.
All right. Thank you.
Our next speaker is Bruce Gamiere.

BRUCE GAMIERE, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir.
Your name and address for the record.
Be sworn in first, please.
THE WITNESS: My name is Bruce Gamiere, and I live at 12730 Lillian Highway with my wife Delores.
THE CHAIRMAN: Okay.
THE WITNESS: And some of my observations are, as Barbara pointed out, Highway 98 is a two-lane highway.
Presently right now, sometimes it takes us 10 minutes to pull out of our driveway.
Our family has owned that property for 49 years. Now, years ago it wasn't that bad.

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Sometimes it's terrible. And if you're in a hurry, you know, it's -- it's too much traffic right now.

My opinion is, you know, this is not suitable for a high-density project that they want to do.

My concerns, as a resident and a citizen, which was mentioned before, you know, no sewers, no room for septic tank and leach field.

You know, you're right next to the bay. The problems with pollution in Perdido Bay are bad enough now.

Too much traffic. I would think it would be a visual eyesore, perhaps. I'm not a geologist or anything, but to me, that area is a sandy soil. It's more like wetlands than it would be for a bedrock earth for a big, large construction project.

I think you need to keep it medium-density residential. As Barbara pointed out, the dentist's office is a single-family home, right. It's just been converted to a dentist's office.

And it was noted it was granted legal nonconforming use. And then previously it's -- your findings had it's not consistent and has

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shown not to be compatible with the neighborhood.

And we want to keep it a single-family residential neighborhood.

Okay.

THE CHAIRMAN: Thank you, sir.

Mr. Page, any cross-examination for this gentleman?

MR. PAGE: (No response.)

THE CHAIRMAN: Board members, any questions?

(No response.)

THE CHAIRMAN: All right. Thank you.

Delores Gamiere.

THE WITNESS: I spoke for both of us.

THE CHAIRMAN: Okay. I'm just going to notate here she did not speak here, because she won't be allowed to speak at the Board of County Commission unless she speaks here, so doesn't want to speak. Okay.

THE WITNESS: Say something.

THE CHAIRMAN: All right. That's fine.

All right. Patrick Langan.

MR. LANGAN: I'll waive it.

THE CHAIRMAN: Okay. Do not wish to

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speak.

MR. LANGAN: No.

THE CHAIRMAN: You do understand you won't be allowed to speak at the Board of County Commissioners.

All right.

Gilbert Birgel.

MR. BIRGEL: Same thing.

THE CHAIRMAN: Okay.

David Puglisi.

MR. PUGLISI: That's it.

THE CHAIRMAN: Good morning, sir. Please be sworn in.

- - -

DAVID PUGLISI, upon being duly sworn, was examined and testified as follows:

- - -

THE WITNESS: Do you want me to say my name?

THE CHAIRMAN: Name and address for the record, please.

THE WITNESS: David Puglisi, a good Italian. 13021 Lillian Highway, Pensacola, Florida.

I live across the street, four doors down,

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west of there, Djuric's place.

I might add that the Djurics are really nice people. They've been working on my teeth.

That building may have been a dentist's office for 21 years, but he hasn't worked out of it for 21 years. Other dentists have.

My concern is the traffic. If anybody drives 98, it's a death trap.

I'm right across the street from Tracy Street. I can't even get out of my driveway. I got a couple kids. Of course, one's 23 and one's 15. I don't even want to play in the front yard. Actually, my kids have never played in the front yard because of my fear of the maniacs driving off that bridge.

And I -- I venture to say if you put a cop there or a policeman or a sheriff, it's probably proper. You could probably afford to pay a couple salaries in speeding tickets, because they come off that bridge and drive that curve to the right, which is west of there. They're going at least 55, 60.

Now, I don't know if y'all drove 98, but when you get to Bauer Road where the light is, it's Tom Thumb. It's a nightmare in the

morning.

Sometimes I've seen that backed up all the way past the Blue Angel campgrounds thing, where $10 million is a lot of money that went to give them a lane to turn in. So they have a little pull.

And I wouldn't be against the doctor if they were going to put exit lanes and put a three-lane road in the highway there and widen the highway so there's an exit and entrance.

And the other part would be . . . the Lillian -- the bay. The -- the water -- They're either going to have to have a holding pond -- Of course, that would be belated. I don't know if they . . . I want to keep it in line -- in line with what you're talking about.

But water's got to drain because it's downhill, so it's going to drain to the bay. So we all know Perdido Bay is probably one of the most polluted bays in the country, and it stinks.

And those are my concerns.

The traffic is a huge problem. And I can't believe that they would allow further development until they did something with the

infrastructure.

So that's my points. Thank you.

THE CHAIRMAN: All right. Thank you, sir.

MR. GRAY: Mr. Chairman.

THE CHAIRMAN: Yes.

MR. GRAY: May I ask a question of staff, please?

THE CHAIRMAN: Yes.

MR. GRAY: Do we know if Perdido Bay Dental, which is the converted house . . . They do have a parking lot. Have they ever built a pond for retention?

MR. JONES: No.

VOICE IN AUDIENCE: No.

MR. JONES: And that's something that we would definitely . . . be part of the site plan review process.

MR. GRAY: Are they the applicant? If they're applying for, you know, another property, why would they have to do anything retroactively on their property?

MR. JONES: Because it may -- it may require them to -- basically to add some type of impervious surface.

MR. GRAY: Ah.

MR. JONES: And if they reach that threshold, it may require stormwater management plans.

MR. GRAY: So a mechanism may be in place, even though they're not the parcel in question, to provide some sort of remediation for the stormwater impact from the parking lot.

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. Good to know.

Thank you, Mr. Chairman.

THE CHAIRMAN: Thank you.

Mr. Page, do you have any cross-examination?

MR. PAGE: No.

THE CHAIRMAN: Okay. Board members, any questions?

He's gone anyway, so . . . Again, we want to hear all of your comments. But I just want to remind you some of these things that you're bringing up, as far as traffic and retention ponds, and things like that, are not within the purview of this board. We can only consider these five criteria.

Now, when you get up and you say you don't feel it's compatible with surrounding uses, that

is something that we consider.

When you talk about traffic, it's not within the purview of this board. That goes through the DRC process. A completely different set of eyes has to review that, which it is a public process as well.

I want you to understand we have a very narrow scope of the things that we can consider. If it's consistent -- If it's found consistent with all of these categories, then we would recommend approval. If it's not consistent with these categories, we would recommend denial. Okay. So it's very specific.

I just -- I know that's difficult. If you have concerns, you want to bring out -- And we want to hear them. It's fine that you bring them out. I just want you to understand that we can't necessarily vote on any traffic issues up here. Okay? So just realize that.

All right. Next speaker is Jacqueline Lane.

Good morning, ma'am. If you'll be sworn in and please state your name, please, for the record.

JACQUELINE LANE, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Board members, my name is Jacqueline Lane. I live at 10738 Lillian Highway. That's around the corner from the property that's in question -- in question here.

And I think there are two criteria that this rezoning does not meet. It does not meet -- It is not compatible in the least with the surroundings, and -- and he -- it is not appropriate with the changing conditions. There are really no -- The area has not changed in many, many years.

And this is why I'm here, because I'm afraid that if it starts to change -- and it will -- this will open the door to just one zoning change after the other.

And this is . . . We like it out there. We do not want urban sprawl. And this is just going to do nothing but contribute to urban sprawl.

So that's my comment. Thank you.

THE CHAIRMAN: Thank you very much.

And thank you for addressing the criteria. That's perfect. Thank you.

THE WITNESS: Thank you.

Do you have questions?

MR. FEARS: Staff, can we pull up the 500 radius?

Mr. Jones, any insight on the history of HDMU?

MR. JONES: Yes, sir. Yes, sir.

When I looked at this, that popped out to me just like that. And -- and I looked at the original zoning mylars.

The original zoning mylars had . . . It was labeled as R-6. R-6 was a neighborhood commercial zoning, which allowed for neighborhood uses like doctor's office, dentist's office, professional offices, those type of neighborhood -- convenience stores, mobile homes, apartments, neighborhood-type uses. That was the original R-6 zoning.

When we did the changeover -- when we did the conversion, direction was given that we cannot downzone or take anybody's property rights.

So what we --

MR. FEARS: You're preserving the rationale of --

MR. JONES: Absolutely.

And R-6 -- R-6 got converted properly to high-density mixed use.

And if you can see from that map, the original map showing on that side of Lillian Highway, it is all HDMU.

That was the original -- I mean, that was the original -- What we called the R-6 allowed for doctor's offices, dentist's offices, again. So it just got -- it just got it converted properly.

Whether or not it was the right zoning that preceded me before I became involved . . . As Mr. Pyle stated, there were many areas like that.

THE CHAIRMAN: Okay.

MR. FEARS: There are a number of -- Lillian Highway is similar to, I would say, to Gulf Beach Highway.

And living over there, looking at this map is not really, I would say, indicative of what is along that road.

And you're probably familiar with it to

some degree, but being over there, I know that there used to be a homebuilder -- I believe it's Russell Homebuilders -- for years. He's probably been closed for a year. It was a single-family home that was utilized.

The only other -- To the -- One of the speakers, points back down Bauer, there's a Tom Thumb. There's also -- I believe it used to be the old Vallarta's, which is closed, and I think Crazy Horse, the restaurant. Everything there visibly is single-family.

But, again, it's where we're in the conundrum of -- Same as Gulf Beach. Is it commercial? Is it residential? We're not sure.

One of the things I was going do ask the applicant, Mr. Page, or maybe it's appropriate after the speaker -- And it may be that Mr. Page would not want to answer me.

But I was just curious. What the applicant's desire, from dental -- Does he want to, you know, add two more chairs? Five more chairs? I mean, is it . . . What would -- And I -- I understand that this board is not to take into consideration what the applicant intends to do, but I certainly would think it may help the

speakers against or for, or just for our general knowledge, if they wish to share that -- if not, I understand completely -- what the end goal would be for the doctor.

And my second question would be -- I'm just curious -- does the doctor live on the property? I don't know. I'm just curious. And, again, it may not be relevant, but I just thought it was worth asking.

THE CHAIRMAN: We'll give Mr. Page an opportunity to respond to those, if he wishes, when he comes back up.

We'll just hold that, if you don't mind, until we get through the rest of the speakers.

Mr. Jones, you started discussing some things that general members of the public might not be really aware of, which is that we had some pretty major changes to our Land Development Code awhile back, in which zoning categories -- some of them were consolidated.

MR. JONES: Yes.

THE CHAIRMAN: The names were obviously changed.

Could you just give a very brief overview of what that process was? I know we had an

outside consultant that helped with it.

Could you just give a little analysis of that, please?

MR. JONES: Yes, sir. Yes, sir. I will do, Chairman.

Again, Horace Jones, Director.

Yes, sir. Very, very briefly, because it was very -- it was a very, very detailed, complex process.

We had -- There were numerous -- We had over -- over 37 zoning categories, over 30-something future land-use categories.

Very, very briefly, many of those zoning categories, they were not consistent because zoning came in so late in Escambia County, about 1989, '90. And many of those uses were already in place.

So back then, the Board of County Commissioners, they directed staff basically to take a look at all of the zoning categories, all of the future land-use categories to see if we could consolidate them, shrink them down.

And we went through the process. And in April of, I believe, 2015 or 2014, there were numerous Planning Board meetings. There were --

there were many -- there were many BCC meetings on these. There were -- there were advertised neighborhood meetings so we could consolidate many of these zoning categories.

And, again -- And our task was not to downzone anyone. We had to consolidate to make -- Reduce the zoning categories. So -- so had many of them, they got converted. And -- and some of them just got a name change only.

In this specific one, again, it was R-6. R-6 allows for neighborhood-type uses. So basically that -- I hate to use the word strip, but that strip of HDMU that's in orange, all that was originally R-6 -- Talking about the zoning map.

Now, the uses probably were not there, but those uses allowed for neighborhood mixed-use, commercial-type uses.

So we just converted many of those zoning categories, and we just gave them a name change only. Instead of calling it R-6, we had to reduce them. We made it high-density mixed use. That's -- that is -- And we have all the documents, and -- It was already approved. It was adopted in 2015, the new Land Development

Code, the new maps. All of those things happened.

The board blessed it. And now we have like 15 zoning categories and about 16 or 17 future land-use categories. So we consolidated them down immensely.

THE CHAIRMAN: Okay. And on this particular two parcels, it's kind of odd that we have the MDR kind of right in the middle of the HDMU.

MR. JONES: Yes, sir.

THE CHAIRMAN: Do you have any specific history on these parcels, as to why they would have . . . or why the county, when we did this name change, would have done something like this?

MR. JONES: That was the . . . The orange was all R-6. The yellow, it was the same way. It was R-2. I mean R-3. So R-3. And we just -- we just converted it. Properly we called that MDR, which was basically still a single-family dwelling district.

So we couldn't downzone, and we couldn't -- We couldn't downzone no one. So we just basically took that map and just make that

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MDR, name change only, and called the rest of it HDMU. So that was the original zoning maps before I got here. I don't know why it was done like that.

THE CHAIRMAN: So this property, the one that we're talking about that's in this little yellow box here, it was R-2 before.

And when the -- when the name changes happened, it went to MDR because that was the most applicable category for it to go into.

MR. JONES: (Nods head up and down.)

THE CHAIRMAN: You certainly didn't move it to HDMU, because that would have been considered an upzoning.

MR. JONES: No, sir.

THE CHAIRMAN: And you didn't move it down because that would have been a downzoning. It was very consistent with what was already in place.

MR. JONES: Yes, sir. And -- and -- and I want to be clear. It was -- definitely was a residential zoning. It was R-2 or R-3. I'm not specific because -- I can find the map to be -- But it definitely was -- And you're right, Mr. Briske. It was just basically changed over

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appropriately.

THE CHAIRMAN: Okay. Okay.

MR. FEARS: And that was in the year?

MR. JONES: Of 2015.

MR. FEARS: '14, '15?

MR. JONES: Yes, sir.

MR. FEARS: Okay.

And for the education of our guests here today, prior to that it was made R-2 or R-3, and the other was made R-6.

MR. JONES: R-6.

MR. FEARS: In '89 --

MR. JONES: '89 --

MR. FEARS: -- or '90?

MR. JONES: '89 or '90, yes, sir.

MR. FEARS: Prior to '89 and '90, it was nothing, correct?

I think they care about this because a lot of their homes were built . . .

MR. JONES: Yes.

MR. FEARS: . . . before . . .

MR. JONES: Yes.

MR. FEARS: . . . it was anything.

MR. JONES: Yes, sir.

MR. FEARS: So the logical pattern of

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growth in the area launched itself . . .

MR. JONES: Right.

MR. FEARS: . . . before zoning even existed.

MR. JONES: And if I may -- There's a very, very good point.

And if I may, on the HD -- on the HDMU parcels, let's say -- I'm not trying -- I -- I like to educate people while they're here. On the HDM parcels, someone can come and see me right now -- see my department right now and say, "I want to put up a lawyer's office, or a doctor's office," or one of the HDMU zoning uses.

Do you know what I have to say?

MR. FEARS: Yes.

MR. JONES: Yes.

MR. FEARS: That's what I was --

MR. JONES: -- skip this process -- it will skip this -- no rezoning. They will go directly to the DRC process.

Yes, they definitely have to go through the location criteria again, but they could -- they would be allowed to do those type of uses under the HDMU.

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MR. FEARS: Thank you for pointing that out. That was where I was going, was for those who feel this is a drastic change to the area, what we're charged with deciding today is having HDMU status given to this property.

But, in fact, anything you see on that map right now that is orange, it could already be taking place without this proceeding.

MR. JONES: Yes.

MR. FEARS: Because it's already allowed to have those types of uses on this property.

MR. JONES: Yes.

MR. GRAY: Mr. Chairman, may I also add to what Mr. Fears was --

THE CHAIRMAN: Absolutely.

MR. GRAY: -- illuminating to our audience and others on the board?

Quite often, when the zoning categories were adopted, be it the 1960s, '70s or '80s in the case of the Escambia County area, quite often what was looked at -- If we can switch to the existing land-use map, please.

The ELUs were largely influential in what the LDC maps would look like, which influenced the FLU -- future land-use -- maps.

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Unless there's an area where the community had a vision or an anticipation or an expectation or a goal to do something different --

MR. JONES: Right.

MR. GRAY: -- so in large part we called this market-driven zoning.

So the market previous to the adoption of the document drove what in large part was reflected on the existing land-use maps, which then in part became the documents that we live and die by today in much of Florida.

The only areas where we don't see this are -- We'll call them focal areas or focal corridors -- where there might be a new vision, like in Perdido Key's master planning area where they said, "Okay. We understand what we have. We're going to flip it to this."

Or in an area of downtown where they say, "Okay. We understand what we used to have, but we want to increase it to this or decrease it to that."

So it is in large part what we call these market-driven forces. In other words, the -- the real estate market, the commercial land --

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commercial real estate market drove what was on the ground.

But, of course, communities don't just stay stagnant. They grow and they change. And we have done that over the course. And so as our extent to -- The metropolitan physical area now includes Lillian, Alabama. So Alabama is now a part of the influence and the sphere of the Pensacola area, and 98 is the corridor that connects them.

And, yes, unfortunately you guys live on 98, but it is a corridor that connects the economic activity and the engine that is the Pensacola greater area.

So, you know, these things are what they are. But, again, these are driven by market -- You know, that's all the point I was trying to make, Mr. Chairman.

THE CHAIRMAN: Thank you, Mr. Gray.

All right. We have one more speaker that has signed up to speak, so we will go forward with this. And then we'll open it up again for the board, comments or questions.

Craig Hartigan.

Good morning, sir.

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MR. HARTIGAN: Good morning.

THE CHAIRMAN: I think you know the drill. Be sworn in and state your name and address for the record.

- - -

CRAIG HARTIGAN, upon being duly sworn, was examined and testified as follows:

- - -

THE WITNESS: Craig Hartigan, 12640 Lillian Highway.

Thank you for allowing us this opportunity.

You know, I bought the property. It was a fish camp built in 1946. I bought it in 1993 because I wanted to get away from the rat race. Okay.

Little history. And I know this is beyond the purview of the meeting here, but Highway 98, which you're calling Lillian Highway, is a highway that's supposed to allow you to get from point A to be point B in kind of a rapid fashion.

Development that has occurred on 98 from, oh, I guess, Blue Angel all the way to us to Lillian Bridge has been haphazard. And, you

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know, it's not compatible with what's there right now.

Folks that referred to the traffic issues. If we look at the map that you guys had up there, the future land-use map, all those HDMU properties, they're vacant right now. They're woods.

Those woods should be purchased by the government of Florida, perhaps, or since it's a U.S. road, by the Federal Government, because that road is -- Since it goes between Mississippi and the east end of Florida, isn't that considered a highway?

So should all these little developments be going on there? That's the question that I have. And I know, again, it's beyond what you guys are looking at, but maybe it's time for somebody to take a big look.

To meet the -- what you guys are -- are requesting of us, category C and category E are not compatible.

Obviously, the land has been the same for quite a long time. And the fact that the zoning laws were changed without . . . I don't remember ever getting a notice that, hey, we're going

to -- we're thinking about, you know, making these properties high density, maximum use.

And I saw the sign here. I did my homework last night, so I'm a little bit behind on all this, but it seems to me the one property that's in question now, the reason that is still MDR is because the gentleman who owned the house before the Djurics bought the property came here said, "I don't want to be MD -- or I don't want it to be HDMU."

But everybody else, since it was vacant land, they said, "Well, I don't care, because I own the land. And if you make it HDMU, well, then, I'm going to make some more money on it."

But it certainly doesn't give credence to the -- to the -- to the lay of the land, you know, where we're at right now.

So that's about all I have to say. I appreciate you taking the time.

THE CHAIRMAN: Thank you, sir.

Mr. Page, any questions?

MR. PAGE: Yes.

THE CHAIRMAN: Hold on just a moment.

Okay. Is there anyone else who has not already spoken that wishes to speak on this

matter?

(No response.)

THE CHAIRMAN: Okay. Come forward. We'll let this gentleman go first, ma'am, since he's closer in the front. And then you'll be next, please.

Yes, sir. Come forward.

MR. LANGAN: Briefly.

THE CHAIRMAN: Okay. And I know you filled out a form.

MR. LANGAN: Yes.

THE CHAIRMAN: Okay. Be sworn in, sir.

PATRICK LANGAN, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: All right, sir. And your name and address for the record.

THE WITNESS: My name is Patrick Langan. I live at 2009 Tracy Road -- Two 900 Tracy Road.

You brought up something -- I wasn't going to speak until he brought it up -- about the time -- the changing of this automatically to reduce the number of changes that he had.

And that's -- I had a question at the

beginning was, when was the zoning changed? Who -- who intended -- What intended to require -- What required the change? And was a public notice about -- notified about it. And I don't believe the public was notified about the change. Is that correct?

UNIDENTIFIED VOICE IN THE AUDIENCE: I never saw anything.

MR. JONES: I can give you more information on that, but the public -- There were many, many meetings. There were neighborhood meetings on it.

THE WITNESS: So --

MR. JONES: So the public -- Yes, sir. Yes, sir.

I mean, it was given -- Public notification was -- was done, by state law.

THE WITNESS: When you consolidate.

MR. JONES: Yes, sir.

THE WITNESS: Okay. That's what I wanted to know.

Thank you.

THE CHAIRMAN: Yes, sir.

I was part of the process when it happened. And I know that there's very strict

requirements by the State of Florida about notice when these things happened. It was advertised in local newspapers, and all kinds of things like that.

So you have to go all the way back to -- like Mr. Jones was saying -- 1989 when the initial zoning started.

And I think Mr. Gray kind of alluded to the fact that that . . . I was not on the board or part of the process at that time, but it was probably driven by what was actually already on the ground, and they just came in and said, "Well, this is already here."

We've actually heard stories that people were allowed to choose what zoning they wanted at that time.

UNIDENTIFIED VOICE: That's right.

THE CHAIRMAN: I was not part of it. I don't know for sure, but . . .

MR. GRAY: You've surmised that just perfectly. It's almost like it was either what was on the ground or kind of what public input was given.

And the reason being was, when these adoptions were taking place, just understand,

this was a top-down mandate from the state.
MR. JONES: Absolutely.
MR. GRAY: Tallahassee was saying, "You must comply." And all of our communities in the West Florida area were quite reticent to do so. They did not want to comply. They did not want to see this done. And so Escambia was a bit of a holdout.
There were worse. Trust me. Don't worry. Don't get ashamed, but there were worse. And the idea was, well, we'll just take what's on the ground, and we'll formulate that into a map, and it will largely reflect what was here.
And that was . . . I think -- I don't want to call it the bare minimum, but it was -- it was the least likely scenario to rock the boat. And the boat were the voters and the public and people that would come to meetings and really -- What do you call it? Give feedback.
So if somebody came and said, "I don't want to be HDMU. I want to be MDU" -- or whatever -- MDR, in large part there was not a lot of grief given to that person.
Quite often it was, let's just comply with them. Let's just do what they want. Because

there was so much -- There was an onslaught at times because they were -- they were under mandates. Tallahassee wasn't going to give them money next year if they didn't comply with these rules. So in large part, the Panhandle is shaped by what the Panhandle was performing like.
So, again, we weren't the last to come into compliance. We weren't the first. '89 is a late date. There were much preceding dates than that.
So that's -- that's been my experience. And, again, just to clarify, so I'm a certified land planner, and I've worked for over 36 governments in the Panhandle. And I have brought communities into compliance before. As late as 2014 was the most recent one.
So thank you very much, Mr. Chair.
THE CHAIRMAN: Thank you.
We did have another young lady that wished to speak.
Come forward, please.
And if you'll -- Okay. And someone else as well. So we have a couple more speakers. If you'll turn your sheets in to the staff members,

and then we'll call you one at a time.
- - -
ELLEN STUCKEY, upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRMAN: And your name and address for the record.
THE WITNESS: Yes. My name is Ellen Stuckey. I live at 12960 Ogden Drive, which is behind -- It's one of the -- Could you put the map back up of the neighborhood with the circle.
If you'll notice where the two yellow buildings are that are in question right now, on Highway 98, directly behind them is a skinny lot.
And the problem that -- that we have -- One of the issues we have is that lot has never been developed because that is wetlands.
So what will happen is, the increased drainage off of an additional property there in increased size of the building is going to do more -- you know, more problems with the pollution of the bay.
I realize that that is a little bit outside the scope of this, but that skinny

little lot is wetlands, so . . .
THE CHAIRMAN: Just to let you know, that's part of the DRC process, the Development Review Committee. Stormwater is an issue that they address.
MR. JONES: Yes.
THE CHAIRMAN: And property owners are required to control their own stormwater on site.
MR. JONES: Yes.
THE CHAIRMAN: So if they're going to have off site, then the engineers have to figure out how to control it on site. And I think that's why someone asked about if there was a holding pond on the property or something like that.
THE WITNESS: I understand.
THE CHAIRMAN: So I want you -- Again, this is something that is handled at a different level, but it is addressed.
THE WITNESS: Okay. Thank you.
MR. JONES: Yes, it is.
THE CHAIRMAN: All right. Thank you. Ms. Karen Hartigan.

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KAREN HARTIGAN, upon being duly sworn, was examined and testified as follows:

THE WITNESS: Thank you-all for having this meeting, and allowing us --

THE CHAIRMAN: Name and address for the record, please.

THE WITNESS: Huh?

THE CHAIRMAN: Your name and address for the record.

THE WITNESS: Karen Hartigan, 12640 Lillian Highway.

THE CHAIRMAN: Thank you.

Go ahead, ma'am.

THE WITNESS: Okay. Again, thank you for opening this up.

And I know a lot of us are very concerned about futures, what happens after this meeting.

But as this wonderful gentleman brought up --

MR. GRAY: Which one? Him or me?

THE WITNESS: Yes.

(Laughter.)

THE WITNESS: Well, you -- Planner, you

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brought up some stuff, too.

Where do I start?

MR. PYLE: For the record, it's Tim Pyle.

THE WITNESS: For the record, it was Tim, Mr. Pyle.

UNIDENTIFIED VOICE: Maybe we should hear the rest of it.

(Laughter.)

THE CHAIRMAN: Go ahead.

THE WITNESS: And he has lived out there.

We moved out there in 1993. And we looked before we bought our property on Lillian Highway. We looked at future plans for Highway 98.

And, you know, 20 years later, part of that future plan happened, with them widening the road, which they're still working on. Supposed to be completed a little bit ago, but they're working on it.

But . . . So I can move forward, I'm concerned about criterion C, the surroundings, and E, the changing conditions.

What they want to do with this higher -- being able to build small businesses or apartment buildings, it is not compatible to

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that area. It's a slice of land.

And if -- our community will become fractured, just like the annoyance that you did, having to get here an hour, living 19 miles away, what you're about to do is create more havoc in that area to a bunch of citizens who have built their hopes and dreams there, and why people love to drive along there. And it is an arterial highway that needs to be able to move quickly.

The more small businesses you have, the more people you have, the more congestion, the more possibility for emergencies.

You have us moving -- And you mentioned Lillian, Alabama is part of this community now. You have Greer's on Bauer Road that is a commercial area. You have the town of Lillian that is a commercial area.

Why would anyone start building small businesses or apartments at a condensed arterial road and grocery stores and bars, which is just going to cause more congestion?

And I wanted to speak now so I could speak with the DRC, because a little known secret is all along, you have Hartong, which is part of

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that HDMU, right, road? That has been . . . On the other side of that, you have the Christian college that owns a ton of that land.

But what's happening is, all of that property on the Christian college, Hartong, there were natural springs that run from the south to the north to Perdido Bay under Highway 98.

There are natural springs along our properties that run down into the water. The drainage is a huge issue. When we have huge events like we've had, our houses got flooded from the runoff of Highway 98. And the higher that it builds, the more challenges are along this. There's not the wetlands to handle it.

There was a huge sewage issue that they put in on the other side of Hartong. It's not about just one, small, new little building being changed to a chiropractic.

But if we start doing this, we're going down a road that is going to change that whole area, and it's going to just be fractured like every other part, going to Gulf Breeze, Gulf Beach Highway. We want to prevent that and just keep our community the way it was.

And we want people to succeed in small businesses in Lillian, Alabama, by Bauer on the commercial area and let residents live in the residential areas.

Thank you.

THE CHAIRMAN: Thank you, ma'am.

All right. Once again, anyone who has not already spoken who wishes to speak on this matter?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the meeting.

And I think at this time, it's a great time for us to take about a five-minute break. I've been -- I'm going to give him opportunity to tell his side of the story when we come back.

I've been asked by a few board members in the past to not run for three hours at a time because they like to take a break. So we're about an hour and a half in. So let's just take a very quick five-minute break, and everybody just come back quickly and we'll get started again.

(Brief recess.)

THE CHAIRMAN: I think we have everyone back at this point. A few of our staff members are still missing, but we can move forward.

MR. JONES: Mr. Chair, I do have a copy of the old zoning prior to the adoption in 2015. It was -- For the record, I got a copy of it. I went to our computer system. It was -- The whole area was R-6, as I stated before.

The parcel in question was R-2, which only allowed for single-family homes. But the surrounding property was R-6, which allowed for neighborhood-commercial-type uses. Very, very broad and open.

MR. GRAY: So R-2 and not R-3?

MR. JONES: It was R-2, which was much more restrictive.

MR. GRAY: R-2.

That still fit within the realm of an MDR --

MR. JONES: Yes. Yes. Absolutely.

MR. GRAY: -- when you recategorized?

MR. JONES: Yes, sir. We just --

MR. GRAY: Some of the things were combined into one --

MR. JONES: Yes, sir.

MR. GRAY: -- when things were combined.

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. All right.

MR. JONES: Yes, it was.

THE CHAIRMAN: Thank you, sir.

So we have obviously made Mr. Page wait for quite a while here, so we're going to give him an opportunity. I would ask --

MR. JONES: And I'd like this to be part of the record, if we just submit the map, if we don't mind.

THE CHAIRMAN: Okay. Let's go ahead and take care of that before we bring Mr. Page up.

Mr. Jones, could you explain to us what exactly --

MR. JONES: Yes.

THE CHAIRMAN: -- you have and where you got it from.

MR. JONES: Yes, sir.

This is a copy taken from the -- taken from our GIS, Chris Jones Web site, of the -- of the previous zoning prior to the new adoption in 2015, the old -- It's a copy of the map, of the old zoning map, for the parcel in question and the surrounding areas in question.

THE CHAIRMAN: Okay. And did you personally acquire that off the computer system?

MR. JONES: Yes. Yes. Yes, sir.

THE CHAIRMAN: Okay. And you believe that it's a true and accurate copy.

MR. JONES: Yes, I do.

THE CHAIRMAN: Okay. Board members, I will entertain a motion to accept that as an exhibit.

MR. FEARS: I make a motion to accept.

MR. PYLE: Second.

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: And we will label that as County Exhibit 1, as additional evidence, since we have -- already have findings of fact in the file.

I was going to say after we give Mr. Page an opportunity to speak, I think it might be appropriate to bring up the differences between MDR and HDMU on the screen so we can kind of see what the different categories are.

So with that, Mr. Page, please come forward, sir.

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MR. PAGE: Thank you again, Mr. Chairman.
Just a couple of closing remarks and observations.
The first speaker that spoke indicated that she drove by this site several times per day, the dentist's office and saw four, maybe five cars in the parking lot.
A chiropractor probably would not have much more than that as well, even if they both had five cars and a total of ten.
Trip distribution spreadsheets would show that would be almost an absolute de minimis, if it even rose to that level, of an impact for traffic on Lillian Highway. But those are her numbers, not mine.
I spoke with the doctor about that. He indicated that, as a single practitioner, he would have guessed it to be probably two or three cars.
But nonetheless, the impact -- We heard quite a few. We heard traffic on -- One, two, three, four, five people mentioned traffic. Traffic is an arterial collector roadway or Lillian Highway is. It's a hurricane evacuation route.

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Only two lanes. Yes, it's two 10-foot lanes. It's a very well-traveled road, very well maintained by Florida DOT.
Mr. Chairman, we heard one individual say that he feels uncomfortable with this large construction project.
I'm not sure where that type of -- where those adjectives might best fit. This is not a large construction project on a parcel of property that's probably less than two-tenths of an acre.
And if we could, Mr. Chairman -- In conclusion, if we could bring -- ask the staff to bring up the zoning map. It's there.
Mr. Chairman, we had several people talk about pollution, sewer, septic tanks, and so forth, especially as they potentially could harm Perdido Bay.
And I might also say, Mr. Chairman, there is no one that knows more about pollution of Perdido Bay than Jackie Lane, if she's still here. Yes, she is.
Mr. Chairman, I would submit to you that this septic tank -- And I'm no septic tank expert. But in my younger life I was District

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One environmental administrator for Florida DEP out of Tallahassee. And septic tanks were then and still are a large concern.
This particular smaller parcel that's not a part of the doctor's practice has a septic tank already in place.
And if you notice, a 500-foot circle has been drawn around it, which means that probably the back of the property may be 550, maybe 600 feet before it actually gets into Perdido Bay.
My guess is that all of the lots that are north of this -- between this site and Perdido Bay, they already have septic tanks. So the notion and the statement that this is going to cause additional pollution -- sewer pollution into Perdido Bay, I don't think is very well-founded because of the distance that it is away.
Lateral seepage for a septic tank, especially one for that building that probably was constructed in the '50s or so, it might have a 550-gallon septic tank with leach fields, probably two of them parallel, 25 feet long, the notion that anything that goes in there could add to the pollution to Perdido Bay, I think, is

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somewhat far-fetched.
It has a tank. No new tanks are anticipated, although, as you heard staff say, if any were to be constructed, it would have to be to current standards.
Also, this particular project went through the development review. And one of the concerns that the development review had -- And the county has a drainage engineer, Rosa.
And she looked at this and indicated that there would be no need for any additional impervious surfaces to go down because there already is an asphalt piece of pavement in front of the building. And they could get the required six cars in there. He has a site plan showing the six cars, with the required HIPAA handicapped space as well.
So in essence, Mr. Chairman, what we're looking at here is a building that will not have a need for any type of new construction in order for it to be converted over to a chiropractic office.
No new payment will be required because it will have -- It has impervious use area, adequate, that's been reviewed by the drainage

engineer.
So the impact on this, should the board approve it for the uses that the doctor and his son have for it, I would say still fall within the de minimis range.
In summary, Mr. Chairman, your expert staff has reviewed our application for all of the criteria that we had on the board.
The staff has concurred that, with that modification we made to it, that we pass all six.
And, again, we would ask the board's consideration to approve it, based on those approval processes, Mr. Chairman.
THE CHAIRMAN: Okay. Thank you, sir.
Any questions?
MR. PYLE: Mr. Page, I had asked earlier -- And, again, you may choose not to answer. I certainly respect that.
The board's purview is to judge this zoning based upon just the facts and the change from one zoning to another.
But I was curious as to what the doctor's plans are for this property, one; and, b -- or 2, does -- would the doctor live on -- on

premises? Again, just curious. If you choose not to answer, I totally understand.
MR. PAGE: Thank you.
THE CHAIRMAN: Okay. I have a question for Mr. Jones.
MR. JONES: Yes, sir.
THE CHAIRMAN: Mr. Page testified here that with the updated compatibility study that's submitted, the staff believes that all five criteria are met.
Is that the position of the county staff?
MR. JONES: Staff does take that position, if the board so wishes to accept the compatibility analysis.
THE CHAIRMAN: Okay. As far as your review of the compatibility analysis, it meets the standards . . .
MR. JONES: Yes.
THE CHAIRMAN: . . . for what you've been looking at.
MR. JONES: Yes, sir.
THE CHAIRMAN: Okay.
All right. Board members, any questions? Discussions?
I did ask if we could bring up the MDR and

HDMU categories. And maybe it's possible to get them side by side.
Is that possible in today's technology world?
Putting you on the spot, Kayla.
If you can't get them side by side, that's fine. We can review them.
MR. FEARS: Click on a tab and pull on it.
MS. MEADOR: Yes.
MR. GRAY: Pull it down there.
MS. MEADOR: Yes.
MR. GRAY: Okay.
MR. FEARS: It will become its own window. There you go.
(Discussion held off the record.)
MR. GRAY: Still push it to the top. It will stay. Partially, anyway.
(Discussion held off the record.)
THE CHAIRMAN: Mr. Fears has got it dialed in, too.
Okay. So let's just first take a look at HDMU so everybody understands what is allowed in that.
These are permitted uses. All of those areas surrounding the property that are already

HDMU would not require coming to the Planning Board for any zoning changes. They would, however, go through the . . .
MR. JONES: Site plan.
THE CHAIRMAN: . . . site plan review.
MR. JONES: Yes, sir.
THE CHAIRMAN: The development review process, as we now call it.
MR. JONES: Yes, sir.
THE CHAIRMAN: Okay.
MR. INGWELL: Staff, you mentioned that the property is currently legal nonconforming.
Can you go into detail on that?
MR. JONES: Well, a nonconforming use -- Basically, very, very briefly, a legal nonconforming use is a use that basically was -- was there, and -- and something changed with the zoning. That's -- that's in a quick nutshell. Some of the rules changed.
We would call that a nonconforming use. And -- and with that, that use, it continued to operate if it meets the criteria now.
Now, if they choose to expand or add on or -- or things like that, they will not be able to do that unless they make the zoning

conforming.
Now, they could make interior modifications, alterations, but as far as changed to a completely different use, in a nutshell, they cannot.
Now, if they choose to -- if they choose to operate and they go out of business within a certain period of time, that zoning category takes precedence. They have lost -- what we call lost the nonconforming status, because they will close within -- I think it's a year, I believe. I believe that's what the code says. So that is -- I can go more in detail than that, but that is a -- that's a Cliff Notes version.
MR. INGWELL: So basically the use is almost grandfathered in?
MR. JONES: Basically. If you want to -- if you want to -- Everybody's aware of that term, and basically . . . There's a slight difference between grandfathered and legal nonconforming, but everyone is aware -- Call it grandfathered in.
THE CHAIRMAN: Mr. Jones, another question.
So as our code is today, there's no

category between MDR and HDMU.
I heard you mention before the old zoning had some other categories like R-2, R-3, R-6.
MR. JONES: Right.
THE CHAIRMAN: And R-6 was one of those more transitional-type areas . . .
MR. JONES: Yes.
THE CHAIRMAN: . . . that allowed for offices, and things like that.
MR. JONES: Right.
THE CHAIRMAN: And that's what converted into the HDMU.
MR. JONES: Right.
Now, there -- there is another zoning category that comes between HDMU and MDR. That zone is called HDR, which stands for high-density residential uses.
That would bring in . . . that would bring in apartments and some of the quads, and different things like that. That is between MDR and HDMU. That's the high-level residential development, like for apartments.
THE CHAIRMAN: Right. Okay.
And so in this case, because it's not really their intent, that wouldn't be

appropriate.
MR. JONES: Absolutely. Absolutely.
THE CHAIRMAN: Okay. That's all the questions I have, board members.
Can we bring up the compatibility study that Mr. Page presented? And let's take a look at his rationale and how he came up with those.
MR. PYLE: In bringing that up, I just kind of wanted to go -- I certainly accepted that document as evidence, based upon Mr. Page's expertise.
I don't know that I necessarily agree with the . . . I'm curious about the county's findings that this -- this document changed their opinion and therefore altered their finding on -- Personally, I may or may not have, based upon what is existing on the ground as a part of the picture, then, when you put up HDMU versus -- again, colors on a map versus what's actually there.
THE CHAIRMAN: Is it fair to say, Mr. Jones, that in some cases a category could go either way, depending on information like this presented?
MR. JONES: (Nods head up and down.)

THE CHAIRMAN: And that's why you kind of leave it to the Planning Board for --
MR. JONES: Yes.
THE CHAIRMAN: -- an opinion on these type of things?
MR. JONES: Yes.
THE CHAIRMAN: So --
MR. JONES: You are correct.
Because, again, there is . . . It's not too . . . There are certain criteria that you have to meet.
And, basically, because this is -- this is an arterial road, yes, but there are intersections that you got to be in, so it did -- it did not meet that criteria between arterial -- arterial intersection or collector -- collector intersection.
Now, it's a long arterial, but -- but the criteria says -- it says -- it says, "And connecting to intersections within a certain distance." Therefore, from the strict overview of that, it did not meet the location criteria.
Now, with a compatibility analysis, that is -- that is presented by the board -- board, so if you wish to accept, there is a commercial

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use that's there.
The buffering standards, the landscaping, all of those things are existing use. All of those things can basically make it compatible over the duration, as long as it does not cause an adverse impact on the surrounding area.
Traffic. Lillian Highway is an arterial road. That's not governed by the -- by the county. That's governed by DOT. So we really got limited. Says so when it come to the expansion, maintenance, and what can go there. Yes, also to the -- Thank you, County Attorney. There's a traffic study that's in the back as well.
THE CHAIRMAN: So, board members, you may have differing opinions on this, but in my mind, when I look at the compatibility with surrounding areas, I'm looking at, first of all, compatibility with existing zonings that are next to it or adjacent and --
MR. FEARS: Right.
THE CHAIRMAN: And then secondarily, compatibility with the actual uses that are on those properties is another consideration.
So in this case, this property is

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completely surrounded by the HDMU district, so I'm not sure 100 percent of why it got that lower classification when everything was redone.
But it's almost like what you would consider to be reverse spot zoning, is that in the fact that it's in the middle of higher uses, so . . .
MR. GRAY: And, Mr. Chair, I mean, just -- just understand that the things that I said are patterns.
In other words, it's simply the norm. It does not mean that this could have been the exception. There could have been some other reason why this was in essence made that single outlier among the others around it.
I just said that in my experience, the pattern has been quite often what was on the ground usually, what was then referenced -- reflected, I would say, in the map.
THE CHAIRMAN: Right.
MR. PYLE: I would say, Mr. Chair, just to take issue with one thing you said. Not higher uses but higher zoning. The usage is not higher.
If you'd like to see the higher usage, you

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go on the the other side of Lillian Bridge. That would be an existing higher usage.
UNIDENTIFIED VOICE IN THE AUDIENCE: There's nothing there.
MR. PYLE: Much like -- much like further down towards the Greer's and the shopping center.
THE CHAIRMAN: Okay.
Is anyone ready to make a motion on this or do you want to continue to have further discussion on it?
Since we don't have a motion on the floor, we still can ask Mr. Page or staff questions at this point.
MR. GRAY: Okay, Mr. Chair, I think I'd like to make a motion.
And I'm just wondering if my motion has to include the addendum or the extra piece of analysis that was presented by Mr. Page or does it not?
I'm going to ask my legal representative if I do or not. Do we now agree that staff accepts all five criteria as . . .
MS. CRAWFORD: Mr. Jones could answer that question.

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It's my understanding that they would still object to the one criteria that was changed. You would consider all evidence, to include Mr. Page's addendum in making your motion.
So, you know, it would be your responsibility to look at everything that's been submitted.
Now, whether or not you want to accept that versus staff's analysis, that's, you know, your decision, if that makes sense.
MR. GRAY: It does make sense.
I just wanted to make sure that I had to make a motion to incorporate supplemental data that was presented by the applicant for criterion C, correct?
MS. CRAWFORD: Right.
If you disagree with -- Typically, the way you guys handle this is, whenever there's a disagreement with staff's findings, you'll address that finding and explain why you're determining something differently.
As long as you address the five criteria in whichever manner, you know, you deem appropriate, it should be fine.

MR. GRAY: In this criterion, I'm just making sure.
MS. CRAWFORD: Yes.
MR. GRAY: Okay. So thank you for this piece of paper. This does help, Mr. Chair.
So I've got a motion I'm going to present to the board. See what we think here.
So I have a motion to recommend the approval of Z-2019-2. And I'm going to take exception with the staff's finding of criterion C because I think the --
MR. JONES: For the record, it would be criterion B.
MR. GRAY: I knew I heard it, and I wasn't sure if I heard it from you. So thank you.
So it was criterion B. Because I think there was a reasonable argument made by the applicant for B. And that's my motion.
THE CHAIRMAN: Okay. Do we have a second?
MR. FEARS: Second.
THE CHAIRMAN: Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")

THE CHAIRMAN: Opposed?
MR. PYLE: Nay.
THE CHAIRMAN: Okay. We have one opposed. That was Pyle.
MR. PYLE: Yes.
THE CHAIRMAN: All right. So the motion passes 4 to 1, so it will go to the Board of County Commissioners.
All of you that have had concerns will have the opportunity, if you spoke here today, to go and present those concerns in front of the Commissioners.
They do make the final decisions. This is our recommended order to them. They make the final decision.
And there have been times when they changed the decision that we've recommended. And that's certainly within their purview.
So if you don't agree with the recommended order, then I would encourage you to go in front of the Board of County Commissioners.
All right. Thank you very much.
If you are leaving, please do so orderly so we can continue on with the hearing.
(Hearing concluded at 10:20 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik
_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 02/05/2019

CASE : Z-2019-02

APPLICANT: Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner

ADDRESS: 12960 Lillian Highway & 12400 Blk Lillian Highway

PROPERTY REF. NO.: 02-2S-32-1001-030-010 & 02-2S-32-1001-043-010

FUTURE LAND USE: MU-S, Mixed-Use Suburban

DISTRICT: 1

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 03/07/2019

SUBMISSION DATA:

REQUESTED REZONING:

FROM: MDR, Medium Density Residential district (10 du/acre)

TO: HDMU, High Density Mixed-Use district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New

development and redevelopment in unincorporated Escambia County shall beconsistent with the Escambia County Comprehensive Plan and the Future LandUse Map (FLUM).

CPP FLU 1.3.1 Future Land Use Category The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and theseparation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

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

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

FINDINGS

The proposed amendment to HDMU **is consistent** with the intent and purpose of FLU category MU-S, as stated in CPP FLU 1.3.1. The current FLU allows for residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. The proposed development will use the existing roads and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

MDR, Medium Density Residential.

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

HDMU, High Density Mixed-Use

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

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following;

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

(3) Retail services. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Boarding and rooming houses.

c. Child care facilities.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.

g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

Public and civic.

a. Preschools and kindergartens.

b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

c. Foster care facilities.

d. Places of worship.

e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(8) Other uses. [Reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

(1) Residential.

a. Dormitories.

b. Fraternity and sorority houses.

c. Manufactured (mobile) home parks.

(2) Retail sales. Medium-scale (gross floor area greater than 6000 sq.ft. per lot, but no greater than 35,000 sq.ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

Retail services.

a. Medium-scale (gross floor area greater than 6000 sq. ft. per lot, but no greater than 35,000 sq. ft.) retail services, excluding motor vehicle service and repair.

b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales.

c. Small-scale (gross floor area 6000 sq.ft. or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

Public and civic.

a. Broadcast stations with satellite dishes and antennas, excluding towers.

b. Cemeteries, including family cemeteries.

c. Clubs, civic and fraternal.

d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers. e. Cinerators.

f. Educational facilities not among the permitted uses of the district.

g. Funeral establishments.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.
k. Warehousing or maintenance facilities for government agencies or public utilities.
(5) Recreation and entertainment.
a. Amusement arcade centers and bingo facilities.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Parks with permanent restrooms or outdoor event lighting.
(6) Industrial and related. Microbreweries, microdistilleries, and microwineries
(7) Agricultural and related.
a. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
b. Veterinary clinics.
(8) Other uses.
a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.
b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.
(d) Site and building requirements. The following site and building requirements apply to uses within the HDMU district:
(1) Density. A maximum density of 25 dwelling units per acre.
(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).
(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.
(4) Lot area. No minimum lot area unless prescribed by use.
(5) Lot width. Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:
a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.
b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.
c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.
(7) Structure setbacks. For all principal structures, minimum setbacks are:
a. Front and rear. Twenty feet in the front and 15 feet in the rear.
b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street

right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.
c. Corner lots. Will have one front setback and one side setback.
(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.
(e) Location criteria. All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:
(1) Proximity to intersection. Along an arterial or collector street and within 200 feet of an intersection with another arterial or collector.
(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:
a. Any intrusion into a recorded residential subdivision is limited to a corner lot.
b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).
(f) Rezoning to HDMU. High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain,

and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district.

FINDINGS

The proposed amendment to HDMU is consistent with the intent and purpose of the Land Development Code (LDC). HDMU zoning allows for a mix of neighborhood commercial and residential uses. The subject properties are adjacent to HDMU zoned parcels and currently have access from Lillian Hwy. The applicant provided supporting documentation for both parcels to address location criteria per the LDC requirements.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the area. Within the 500' ft radius area, staff identified properties within zoning districts MDR and HDMU. Both parcels are currently surrounded by HDMU zoning and the proposed development will be consistent with similar densities and intensities in the area. One parcel currently has a dentist office on site; any future development of the adjoining parcel will be reviewed through the Site Plan Review Process.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its*

size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.

FINDINGS

Based on the LDC language, the requested ammendment **would not** be considered to be spot zoning as the adjoining parcels are currently zoned HDMU.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

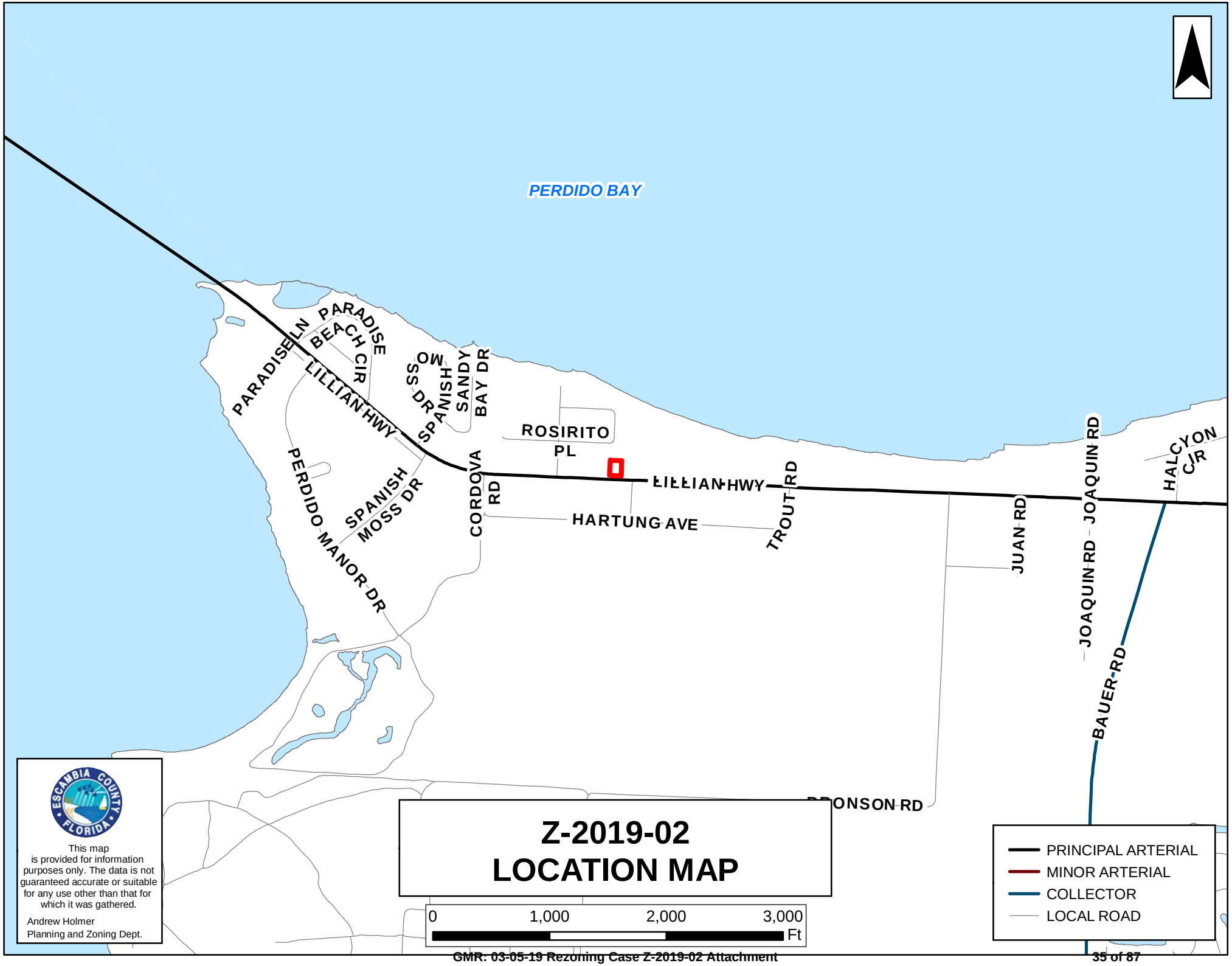
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

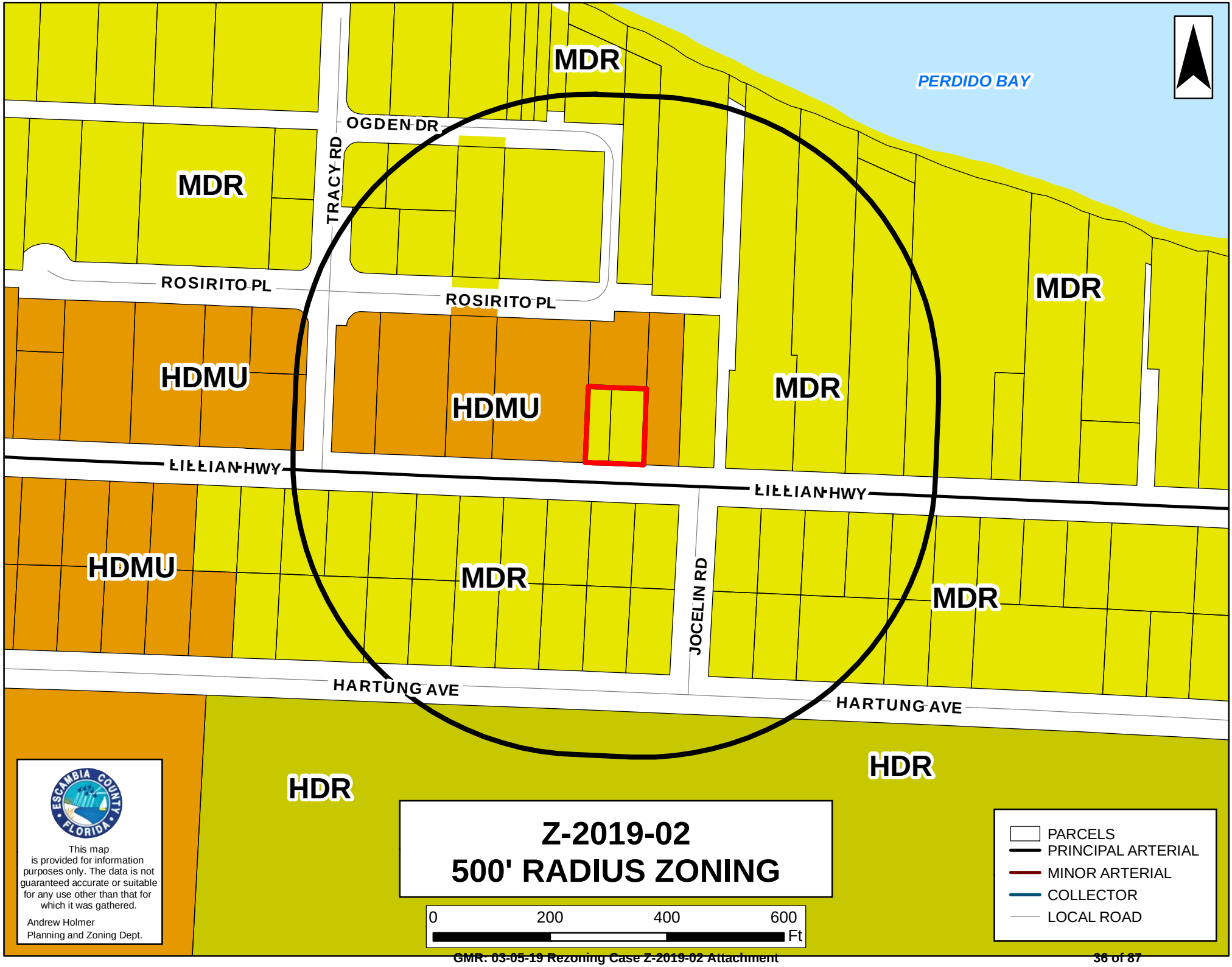
FINDINGS

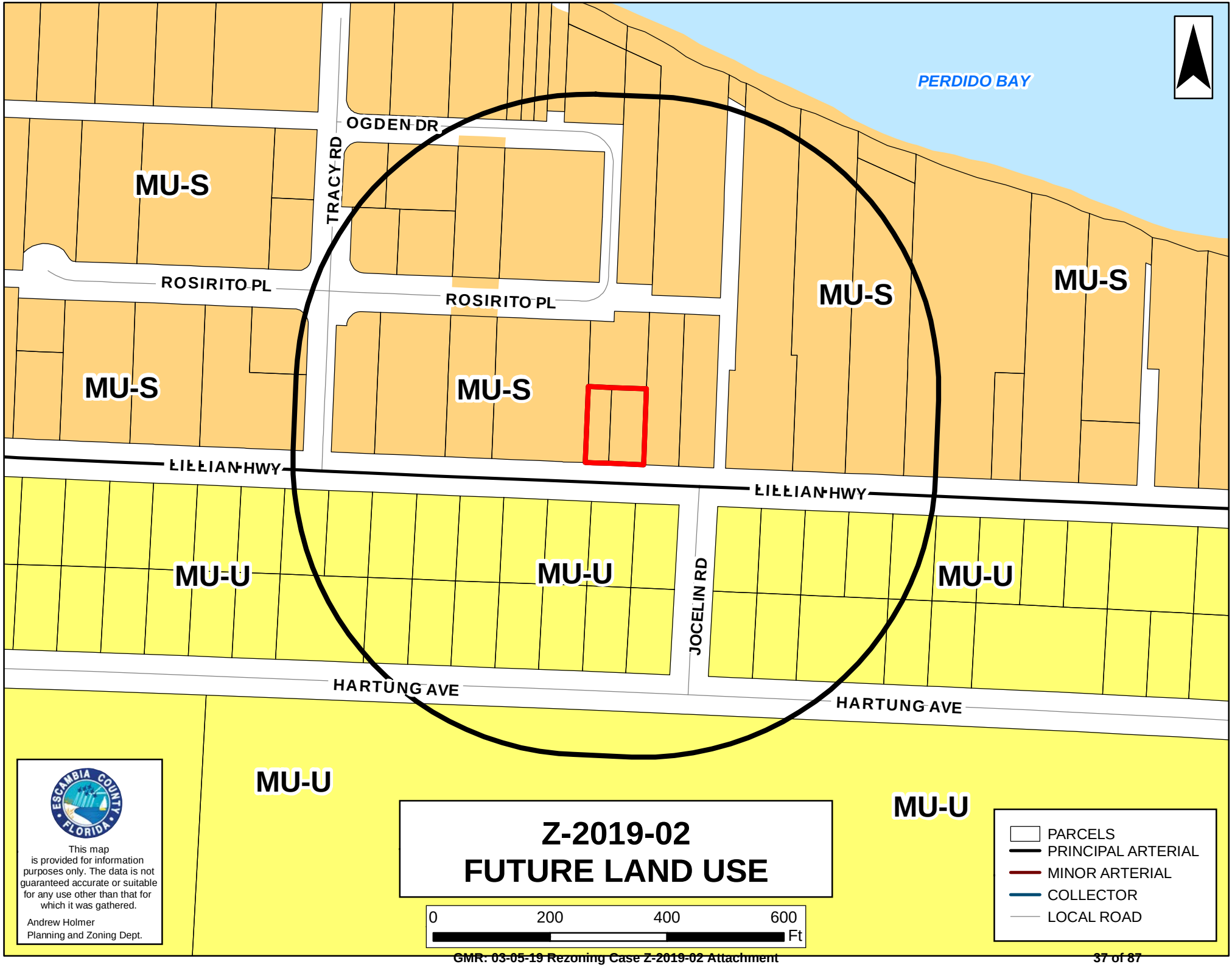
The land uses or development conditions within the area surrounding the property of rezoning **have not** changed due to new developments or land use changes. The proposed rezoning to HDMU will share the same allowable uses and intensities as the adjoining parcels.

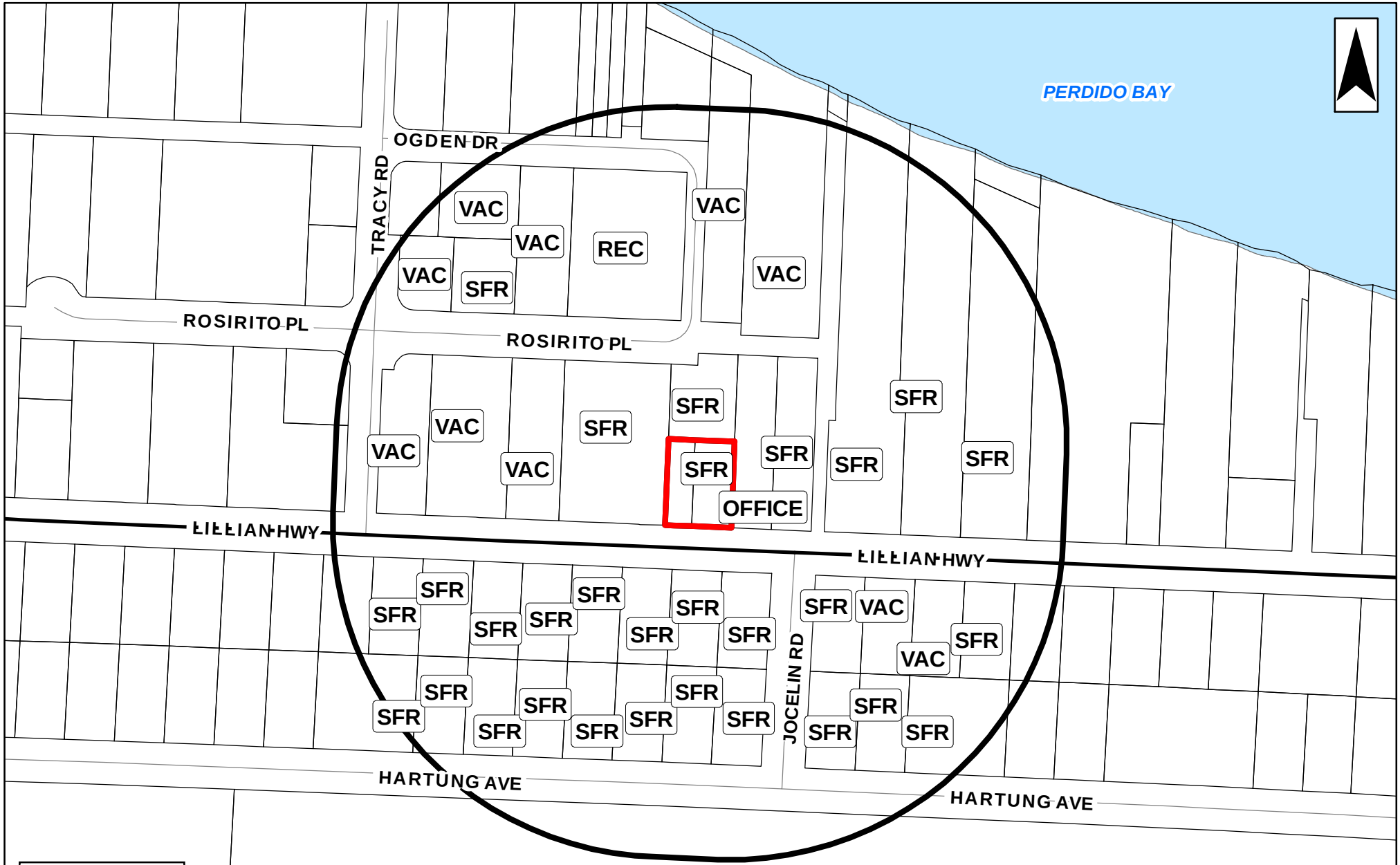
Attachments

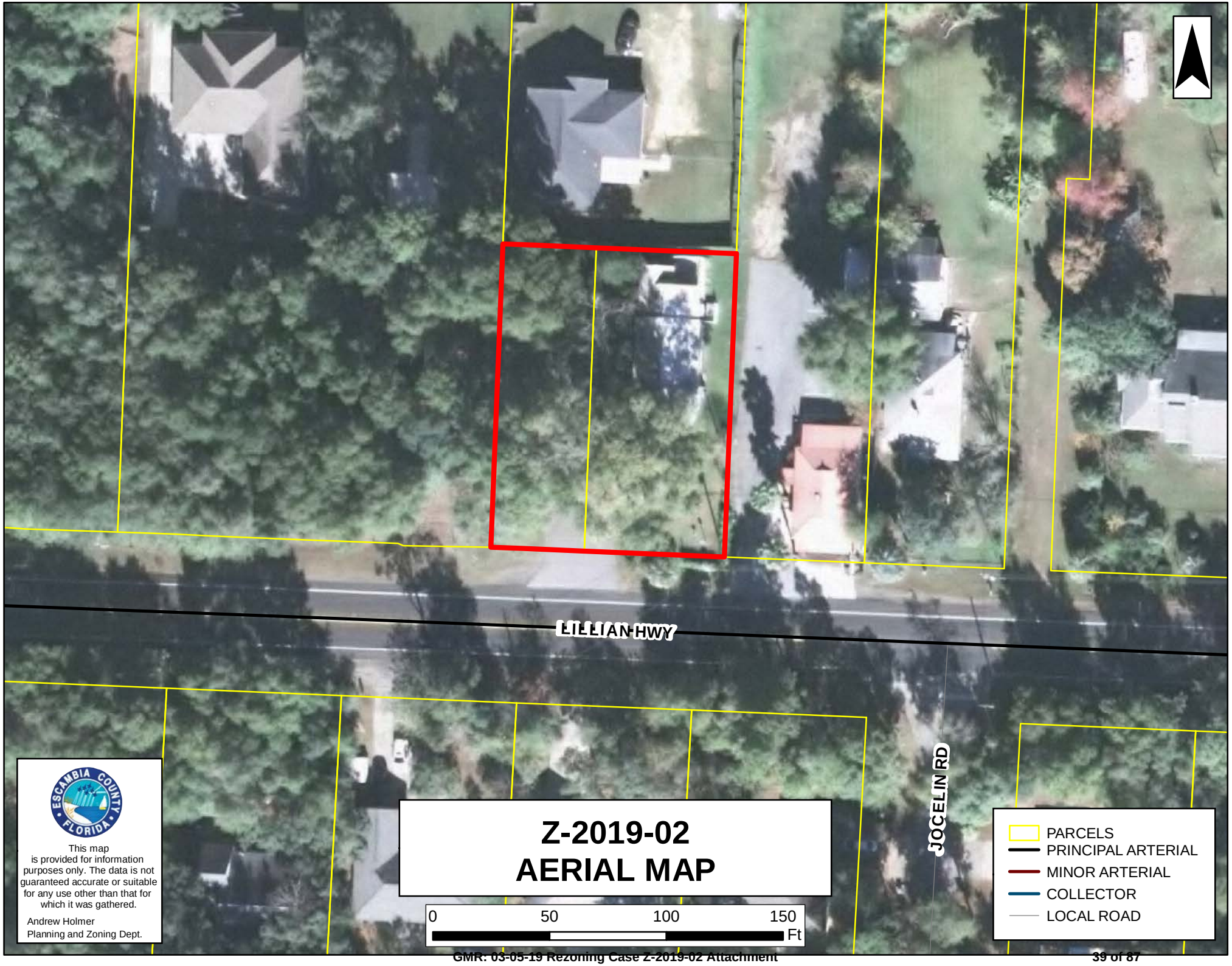
Working Case File


PERDIDO BAY
PARADISE BEACH CIR
PARADISE LN
LILLIAN HWY
SPANISH MOSS DR
SANDY BAY DR
ROSIRITO PL
CORDOVA RD
LILLIAN HWY
HARTUNG AVE
TROUT RD
JUAN RD
JOAQUIN RD
HALCYON CIR
PERDIDO MANOR DR
BAUER RD
RONSON RD
Z-2019-02
LOCATION MAP
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MDR
PERDIDO BAY
OGDEN DR
TRACY RD
MDR
ROSIRITO PL
ROSIRITO PL
MDR
HDMU
HDMU
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LILLIAN HWY
LILLIAN HWY
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JOCELIN RD
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HARTUNG AVE
HARTUNG AVE
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Z-2019-02
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LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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PERDIDO BAY
OGDEN DR
TRACY RD
ROSIRITO PL
ROSIRITO PL
LILLIAN HWY
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Planning and Zoning Dept.
Z-2019-02
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PERDIDO BAY
OGDEN DR
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ROSIRITO PL
ROSIRITO PL
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LILLIAN HWY
JOCELIN RD
Z-2019-02
AERIAL MAP
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



Notice of Public Hearing sign



Both Parcels looking north across the street from Lillian Hwy.



Existing business adjacent to both parcels



Looking east down Lillian Hwy



Looking east from both parcels adjacent to existing business along Lillian Hwy



Looking north across the street from Lillian Hwy



Looking south from both parcels across the street on Lillian Hwy



Looking west down Lillian Hwy



Looking west from both parcels along Lillian Hwy

Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

December 13,2018
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: **Rezoning request: MDR to HDMU**
Parcel: **02-2S-32-1001-030-010 &**
02-2S-32-1001-043-010
Owner: **Dr. S. & Margaret Djuric**
Address: **12960 Lillian Hwy Pensacola**

Dear Mr. Jones:

The attached application requests Planning Board consideration to rezone the referenced parcels from **MDR** to **HDMU** classification. The lots are located on Lillian Highway which is classified by the FDOT as a Principal Arterial Urban roadway facility (see FDOT map enclosed).

This classification should satisfy those requirements at **LDC Sec. 3-2.9(e)(30) Infill Development** wherein requiring new development to be located along an arterial roadway, and not promoting strip commercial development.

The application contains the required filing fee together with additional information regarding location, proof of ownership and referenced materials. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

18124143PPB

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-02 Accepted by: A Lindsay PB Meeting: 2/5/19

1. **Contact Information:**

   A. **Property Owner/Applicant:** Slavoljub and Margaret Djuric

   Mailing Address: 12960 Lillian Highway Pensacola, Florida 32506

   Business Phone: 850-542-4428 Cell: 850-712-4980

   Email: margaretdjuric@gmail.com

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850-232-9853

   Email: budpage1@att.net

   ***Note:** Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 12960 Lillian Highway Pensacola, Florida 32506

   Parcel ID (s): 02-2S-32-1001-030-010 & 02-2S-32-1001-043-010

   B. Total acreage of the subject property: 0.298ac

   C. Existing Zoning: MDR

   Proposed Zoning: HD/MU ; explain why necessary and/or appropriate

   Medical offices not a listed use within the MDR category while it is within HD/MU.

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): _____
Existing dental office on easterly lot as shown on enclosed photo; west lot is vacant.

E. Sanitary Sewer: _____ Septic: X

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

As depicted on Attachment A herein, the requested HD/MU is shown as being consistent with the Mix Use Surburban Future Land Use Category found at LDC Sec. 3-1.3.

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

LDC Sec. 3-2.9(b)(3)d establishes areas for a complimentary mix of residential uses and compatible non-residential uses in urban areas. This stated purpose is consistent with the requested change and use of the subject property.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Compatibility is assured in theat the requested HDMU category will be consistent with all adjacent properties because these adjacent properties are currently zoned HDMU, which is the same category as is being requested herewith.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

This request will not result in an isolated district; rather, it will provide an infill resulting in compatibility with all adjacent properties because all will share the same zoning catrgory.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

These properties front on Highway 98 which continues to show increased traffic densities as shown on Attachment B Traffic Counts. One of the lots contains the owners dental offices where he has practiced since 1998. If approved by the Planning Board, the owner plans to expand the building for offices for his son who is a chiopractor. These proposed changes are a result of overall increase in residental housing in the area and the increasing need for more dental and chiopractic services to the area.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 02-2S-32-1001-030.010 / 02-2S-32-1001-043-010

Property Address: 12960 LILLIAN HWY PENSACOLA, FL 32506

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 21 ST DAY OF October, YEAR OF 2018.

Signature of Property Owner	SLAVOLJUB DJURIC Printed Name of Property Owner	10/22/18 Date
Margaret Djuric Signature of Property Owner	MARGARET DJURIC Printed Name of Property Owner	10/22/18 Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 12460 MILLIAN HWY PENSACOLA FL 32506 PENSACOLA, Florida, property reference number(s) 02-2S-32-1001-030-010 & 02-2S-32-1001-043-010 I hereby designate W. C. BUDDY PAGE for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 16 day of NOV the year of, 2018, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: W. C. PAGE Email: buddpage1@att.net

Address: 5337 Hamilton Ln Pace 32571 Phone: 2324853

Signature of Property Owner	Printed Name of Property Owner: SLAVOLJUB DJURIC	Date: NOV. 16, 2018
Signature of Property Owner	Printed Name of Property Owner: MARGARET DJURIC	Date: 11/16/18

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16 day of November 2018, by Slavoljub Djuric, Margaret Djuric.

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: Florida Drivers License, Florida Drivers License

Signature of Notary	Printed Name of Notary: James C Godwin

(Notary Seal)

JAMES C. GODWIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG141178
Expires 9/11/2021

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Slavoljub Djuric — Signature of Owner/Agent

_____ — Printed Name Owner/Agent

NOV. 16, 2018 — Date

Margaret Djuric — Signature of Owner

MARGARET DJURIC — Printed Name of Owner

11/16/18 — Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 16 day of November 20 18, by _____.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Slavoljub Djuric, Margaret Djuric

James C Godwin — Signature of Notary

James C Godwin — Printed Name of Notary (notary seal)

JAMES C. GODWIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG141178
Expires 9/11/2021



Street View - Jun 2018

18 © 2018 Google

Perdido Bay Dental Office
12960 Lillian Highway Pensacola, FL

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Attachment A

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	022S321001030010
Account:	102605000
Owners:	DJURIC SLAVOLJUB & MARGARET
Mail:	12960 LILLIAN HWY PENSACOLA, FL 32506
Situs:	12960 LILLIAN HWY 32506
Use Code:	SINGLE FAMILY RESID
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*
2018	$6,134	$56,620	$62,754	$62,754
2017	$6,134	$51,722	$57,856	$57,856
2016	$6,134	$50,756	$56,890	$56,890

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2005	5566	927	$85,000	WD	View Instr
06/1986	2243	807	$100	QC	View Instr
05/1979	1332	338	$1,000	OT	View Instr
01/1978	1230	803	$80,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

S 1/2 OF LT 3 BLK J PERDIDO HEIGHTS RE S/D PB 1 P 2 OR 5566 P 927

Extra Features

METAL BUILDING

Parcel Information

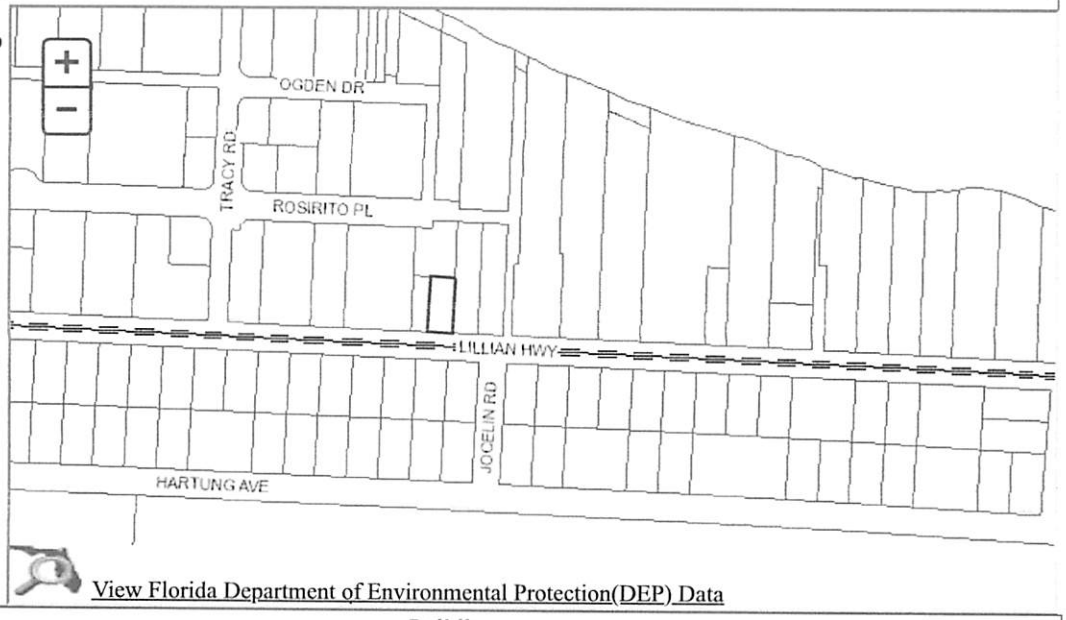
Launch Interactive Map

Section Map Id:
02-2S-32-2

Approx. Acreage:
0.1791

Zoned:
MDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:12960 LILLIAN HWY, Year Built: 1948, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*

Recorded in Public Records 01/31/2005 at 08:20 AM, OR Book 5566 Page 927, Instrument #2005328328, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $595.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Charles Curry
Stonewall Title Group
100 North Spring Street, Suite 1
Pensacola, Florida 32502

Property Appraisers Parcel Identification (Folio) Numbers:
02-2S-32-1001-030-010

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **18th** day of **January, A.D. 2005** by **ROSE CORNELIA KONECEK and FREDERICK S. KONECEK, wife and husband**, herein called the grantors, to **SLAVOLJUB DJURIC and MARGARET DJURIC, husband and wife** whose post office address is **12960 LILLIAN HIGHWAY, PENSACOLA, FLORIDA 32506**, hereinafter called the Grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

THE SOUTH 1/2 OF LOT 3, BLOCK J, PLAT OF PERDIDO HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE(S) 2, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities, and easements, restrictions and reservations of record and to taxes for the current year and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Charles T Curry
Witness #1 Printed Name

Witness #2 Signature

Thomas M. Smith
Witness #2 Printed Name

ROSE CORNELIA KONECEK
25160 COUNTY ROAD 32, ALBERTA, ALABAMA 32530

L.S.
FREDERICK S. KONECEK
25160 COUNTY ROAD 32, ALBERTA, ALABAMA 32530

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **18th** day of **January, 2005** by ROSE CORNELIA KONECEK and FREDERICK S. KONECEK who are personally known to me or have produced Drivers Licenses as identification.

SEAL

My Commission Expires:

THOMAS M. SMITH
MY COMMISSION # DD 169864
EXPIRES: December 5, 2006
Bonded Thru Notary Public Underwriters

Notary Signature

Printed Notary Signature

File # 20040459

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	022S321001043010
Account:	102606300
Owners:	DJURIC SLAVOLJUB & MARGARET
Mail:	12960 LILLIAN HWY PENSACOLA, FL 32506
Situs:	12400 BLK LILLIAN HWY 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
2018	$4,090	$0	$4,090	$4,090
2017	$4,090	$0	$4,090	$4,090
2016	$4,090	$0	$4,090	$4,090

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2006	5976	1986	$100	QC	View Instr
10/1990	2922	113	$2,300	QC	View Instr
09/1990	2915	483	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

S 130 FT OF E 40 FT OF LT 4 BLK J PERDIDO HEIGHTS RE S/D PB 1 P 2 OR 5976 P 1986

Extra Features

None

Parcel Information

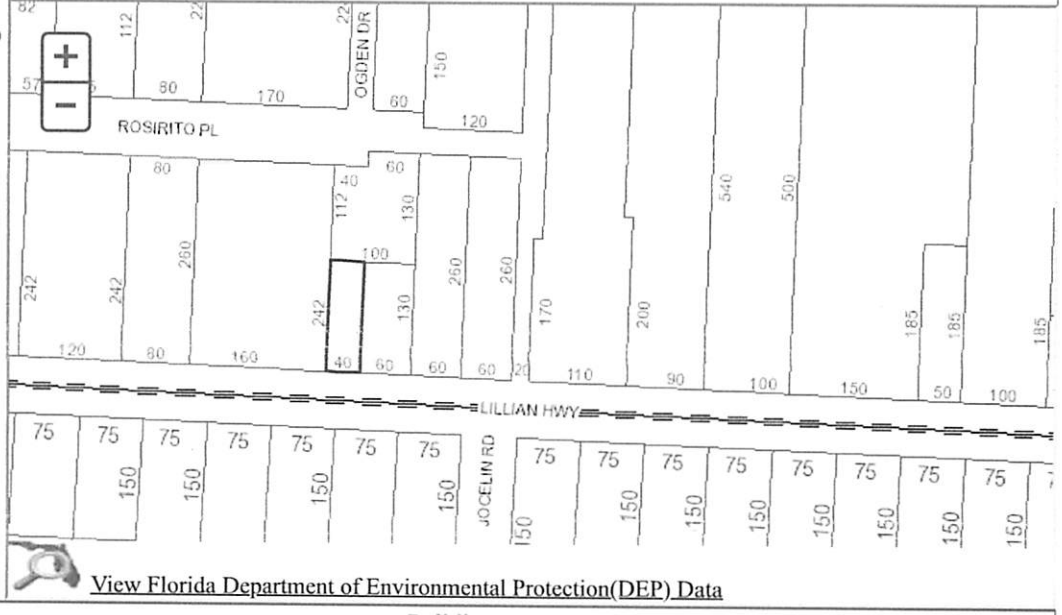
Launch Interactive Map

Section Map Id:
02-2S-32-2

Approx. Acreage:
0.1194

Zoned:
MDR

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.

Recorded in Public Records 08/23/2006 at 03:51 PM OR Book 5976 Page 1986, Instrument #2006085359, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $0.70

PREPARED BY: ROSE C. KONACEK
RETURN TO: MARGARET DJURIC
12950 LILLIAN HWY
PENSACOLA, FL. 32506

43

QUITCLAIM DEED

(Space above this line reserved for recording office use only)

THIS QUITCLAIM DEED, made on this date of AUGUST 2006, between ROSE C. KONACEK, ("Grantors"), of BALDWIN County, State of ALABAMA and SLAVOLJUB AND MARGARET DJURIC, husband+wife, ("Grantees"), of ESCAMBIA County, State of FLORIDA.

WITNESSETH, that Grantors, for and in consideration of the sum of $10.00, and other good and valuable consideration in hand paid by Grantees, the receipt of which is acknowledged, quitclaim to Grantees and Grantees' heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in ESCAMBIA County, Florida:

Legal Description:

S 130 FT OF E 40 FT OF LT 4 BLK J
PERDIDO HEIGHTS RE S/D PB 1 P 2
OR 2922 P 113

Physical Address: 12400 BLK LILLIAN HIGHWAY

Property Appraiser's Parcel I.D. No. 022S321001043010

SELLER(S):

Signature
Printed Name: ROSE C. KONACEK
Date: 08/15/06

WITNESSES:

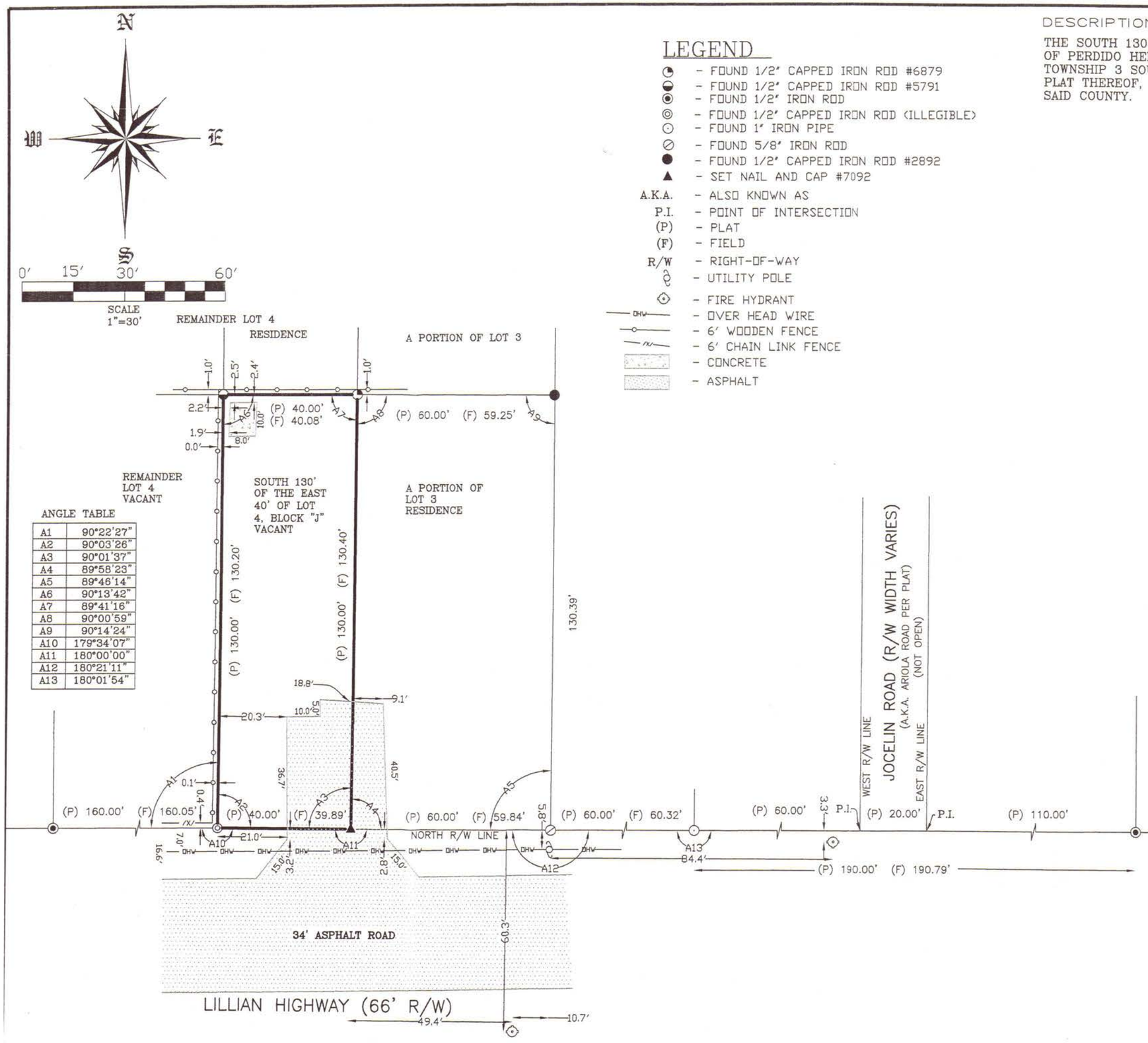
Leigh S. Walker
Name: Leigh S Walker
Address: 10776 St Ernst, Daphne, AL 36526

Karen D. Dumas
Name: KAREN D. DUMAS
Address: 25130 Hwy. 32, Elberta, AL 36530

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me on this date: _____ by _____, who is/are known to me or produced the following _____ as identification.

Notary Public - State of ~~Florida~~ Alabama
Printed Name: Debbie Jan Miles
(Seal) My Commission Expires on 01/29/07



ANGLE TABLE

A1	90°22'27"
A2	90°03'26"
A3	90°01'37"
A4	89°58'23"
A5	89°46'14"
A6	90°13'42"
A7	89°41'16"
A8	90°00'59"
A9	90°14'24"
A10	179°34'07"
A11	180°00'00"
A12	180°21'11"
A13	180°01'54"

LEGEND

- ◔ - FOUND 1/2" CAPPED IRON ROD #6879
- ◒ - FOUND 1/2" CAPPED IRON ROD #5791
- ◉ - FOUND 1/2" IRON ROD
- ◎ - FOUND 1/2" CAPPED IRON ROD (ILLEGIBLE)
- ⊙ - FOUND 1" IRON PIPE
- ⊘ - FOUND 5/8" IRON ROD
- ● - FOUND 1/2" CAPPED IRON ROD #2892
- ▲ - SET NAIL AND CAP #7092
- A.K.A. - ALSO KNOWN AS
- P.I. - POINT OF INTERSECTION
- (P) - PLAT
- (F) - FIELD
- R/W - RIGHT-OF-WAY
- - UTILITY POLE
- - FIRE HYDRANT
- OHW - OVER HEAD WIRE
- - 6' WOODEN FENCE
- - 6' CHAIN LINK FENCE
- - CONCRETE
- - ASPHALT

DESCRIPTION:

THE SOUTH 130.00 FEET OF THE EAST 40.00 FEET OF LOT 4, BLOCK J, RESUBDIVISION OF PERDIDO HEIGHTS, A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 2, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 2, OF THE PUBLIC RECORDS OF SAID COUNTY.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR TRANSACTIONS WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF THE CITY/COUNTY/STATE, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

IMPROVEMENT LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BUILDING SET BACK LINES ARE PER PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS IN SUBDIVISION COVENANTS AND/OR OTHER CITY/COUNTY/STATE REGULATIONS.

IT IS THE RECOMMENDATION OF THIS SURVEYOR TO CHECK WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ANY WETLAND ISSUES THAT COULD POSSIBLY AFFECT THIS PROPERTY THAT MAY OR MAY NOT BE SHOWN ON THE FACE OF THIS PLAT.

BASIS OF BEARING: NORTH (ASSUMED) PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION, COUNTY PROPERTY APPRAISER'S TAX MAP: COPY OF PLAT BOOK 1, PAGE 2.

SWINNEY & ASSOCIATES, INC.
3603 SUNNYSIDE ST.
PENSACOLA, FLORIDA 32507
(850) 453-4261 FAX: (850) 458-2630
swinneyl@cox.net
LICENSE BUSINESS NO. 7092

ADDRESS: 12960 LILLIAN HIGHWAY			
REQUESTED BY: STEVE DJURLE			
TYPE: BOUNDARY SURVEY			
SECTION: 2	TOWNSHIP: 2 SOUTH	RANGE: 32 WEST	COUNTY: ESCAMBIA
SCALE: 1"=30'	DRAWN BY: REM	FIELD DATE: 12/18/2018	
DATE: 12/19/2018	CREW: MS/ZL	FIELD BOOK: 308	PAGE: 65
REVISION DATE:			

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

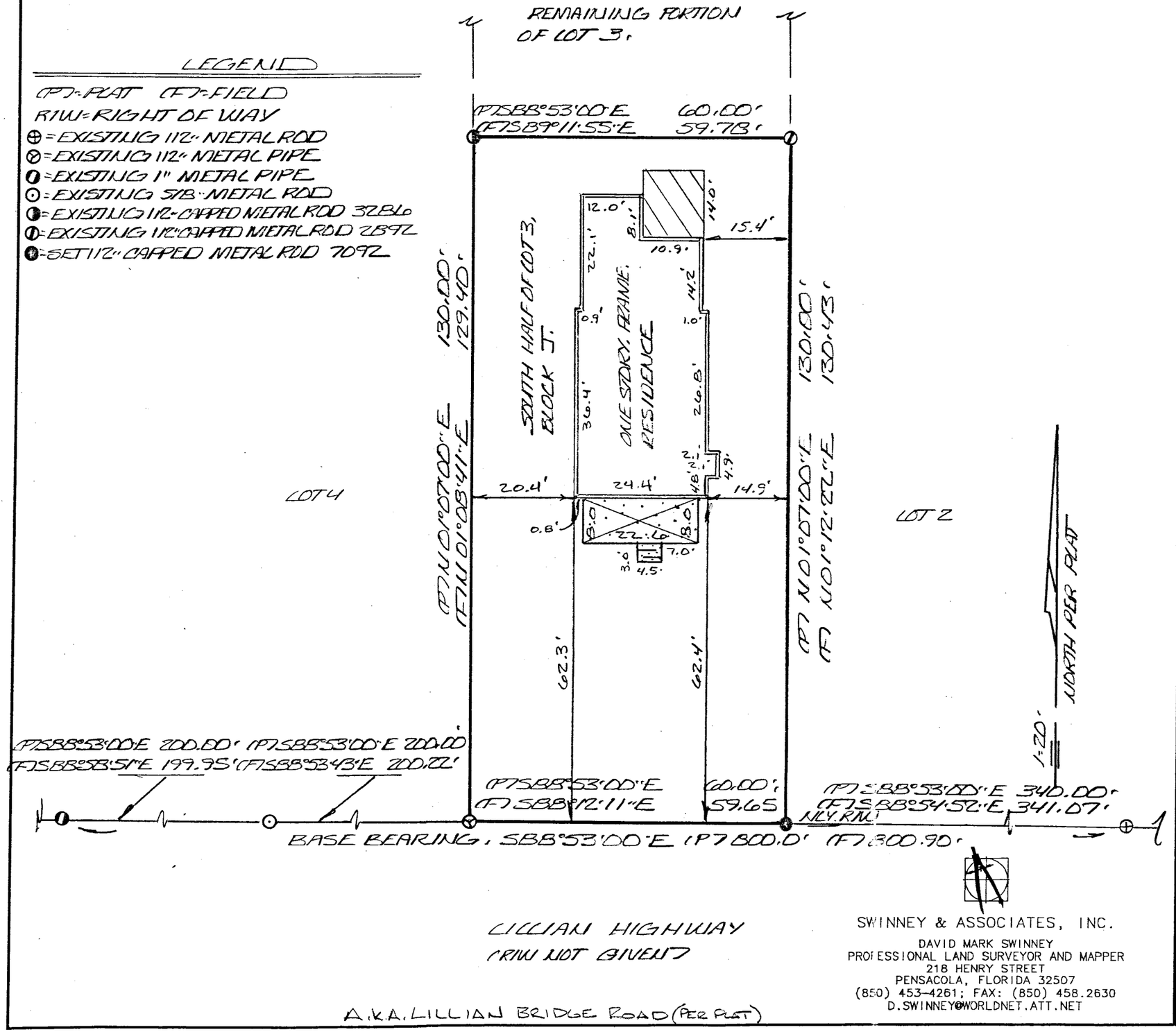
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
STATE OF FLORIDA

DRAWING NUMBER: 05-7372A

LEGEND

(P)=PLAT (F)=FIELD
R/W=RIGHT OF WAY
⊕=EXISTING 1/2" METAL ROD
⊗=EXISTING 1/2" METAL PIPE
●=EXISTING 1" METAL PIPE
⊙=EXISTING 5/8" METAL ROD
◑=EXISTING 1/2"CAPPED METAL ROD 3286
◐=EXISTING 1/2"CAPPED METAL ROD 2892
●=SET 1/2" CAPPED METAL ROD 7092



DESCRIPTION:
THE SOUTH ½ OF LOT 3, BLOCK J, PLAT OF PERDIDO HEIGHTS, A SUBDIVISION OF A PORTION OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, STATE OF FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY.

CERTIFY TO:
SLAVOLJUB DJURIC
MARGARET DJURIC
AMSOUTH BANK
ATTORNEYS' TITLE INSURANCE FUND
STONEWALL TITLE GROUP, LLC

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: N/LY. R/W OF LILLIAN HIGHWAY. S88°53'00"E, PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION: LEGAL AS FURNISHED

ENCROACHMENTS ARE AS SHOWN.

LICENSE BUSINESS NO. 7092

ADDRESS:	12960 LILLIAN HIGHWAY		
REQUESTED BY:	TOM SMITH		
TYPE:	BOUNDARY WITH IMPROVEMENTS		
SECTION: 2	TOWNSHIP: 2-SOUTH	RANGE: 32-WEST	COUNTY: ESCAMBIA
SCALE: 1"=20'	DRAWN BY: BH	FIELD DATE: 01/08/05	CREW: DC MS
DATE: 01-10-05		FIELD BOOK: 127	PAGE: 46
REVISION DATE:			

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
STATE OF FLORIDA

DRAWING NUMBER: 05-7372

SWINNEY & ASSOCIATES, INC.
DAVID MARK SWINNEY
PROFESSIONAL LAND SURVEYOR AND MAPPER
218 HENRY STREET
PENSACOLA, FLORIDA 32507
(850) 453-4261; FAX: (850) 458.2630
D.SWINNEY@WORLDNET.ATT.NET


FDOT AADT = 13,428 TRIPS PER DAY
If approved, AADT will increase 36 TPD
McNeil Ln
Boykin Blvd
Kee Ave
Barclay Ave
McDonald Ave
Magnolia St
Azalea S
Oak
Cedar
2nd St
3rd St
4th St
5th St
6th St
7th St
Perdido St
Ickler Ave N
Rosalia Ave
Santa Piedro St
St Francis St
Fritz Ct
Kathryn Dr
Perdido Heights
Paradise Beach
Ogden
Hartung Ave
Perdido Manor Dr
AADT 13428
98
42
Leaflet | Powered by Esri | State of Florida, USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS, FDOT



Lillian Hwy 98 = FDOT Classification of **Principal Arterial - Urban**

14-Dec-18

Spack
CONSULTING
THE TRAFFIC STUDY COMPANY

ITE Trip Generation Rates - 8th Edition
Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

Instructions: Enter Expected Unit Volumes into Column 'M'

Description/ITE Code FDOT FSUTAMAS	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Waterport/Marine Terminal 010	Berths	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Acres	81.90	7.28	6.55		41%	59%	43%	57%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Employees	6.99	0.66	0.55		40%	60%	47%	53%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62		81%	19%	23%	77%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81		69%	31%	28%	72%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	KSF²	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
General Heavy Industrial 120	KSF²	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Employees	0.82	0.51	0.88		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Industrial Park 130	KSF²	6.96	0.84	0.86		82%	18%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Employees	3.34	0.47	0.46		86%	14%	20%	80%		0	0	0	0	0	0	0	0	0
Manufacturing 140	KSF²	3.82	0.73	0.73		78%	22%	36%	64%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Employees	2.13	0.40	0.36		73%	27%	44%	56%		0	0	0	0	0	0	0	0	0
Warehousing 150	KSF²	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	0	0	0	0	0
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Warehousing 150	Employees	3.89	0.51	0.59		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	KSF²	2.50	0.15	0.26		59%	41%	51%	49%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	0	0	NA	NA	0
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	NA	NA	0	0	0	0
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	0	0	0	0	0
High-Cube Warehouse 152	KSF²	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	0	0	0	0	0
Utilities 170	KSF²	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	NA	NA	0	0	0	0
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%	0.0	0	0	0	0	0	0	0	0	0
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Vehicles	6.02	0.51	0.67		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%		0	0	0	0	0	0	0	0	0
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	0	0	0	0	0
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	0	0	0	0	0
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	58%	42%		0	0	0	0	0	0	0	0	0
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	0	0	0	0	0
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	0	0	0	0	0
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	0	0	0	0	0
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55		23%	77%	63%	37%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	0	0	0	0	0

Single Tenant Office Bldg 715	KSF[2]	11.57	1.80	1.73		89%	11%	15%	85%			0	0	0	0	0	0	0	0	0
Single Tenant Office Bldg 715	Employees	3.62	0.53	0.50		89%	11%	15%	85%			0	0	0	0	0	0	0	0	0
Medical Dental Office 720	KSF[2]	36.13	2.30	3.46		79%	21%	27%	73%		1.0	36	2	3	2	0	0	1	3	0
Medical Dental Office 720	Employees	8.91	0.53	1.06		79%	21%	34%	66%			0	0	0	0	0	0	0	0	0
Government Office Building 730	KSF[2]	68.93	5.86	1.21		84%	16%	31%	69%			0	0	0	0	0	0	0	0	0
Government Office Building 730	Employees	11.95	1.02	1.91		84%	16%	74%	26%			0	0	0	0	0	0	0	0	0
State Motor Vehicles Dept. 731	KSF[2]	166.02	9.84	17.09		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
State Motor Vehicles Dept. 731	Employees	44.54	2.64	4.58		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
US Post Office 732	KSF[2]	108.19	8.21	11.12		52%	48%	51%	49%			0	0	0	0	0	0	0	0	0
US Post Office 732	Employees	28.32	2.01	2.84		52%	48%	51%	49%			0	0	0	0	0	0	0	0	0
Gov. Office Complex 733	KSF[2]	27.92	2.21	2.85		89%	11%	31%	69%			0	0	0	0	0	0	0	0	0
Gov. Office Complex 733	Employees	7.75	0.61	0.79		89%	11%	31%	69%			0	0	0	0	0	0	0	0	0
Office Park 750	KSF[2]	11.42	1.71	1.48		89%	11%	14%	86%			0	0	0	0	0	0	0	0	0
Office Park 750	Employees	3.50	0.43	0.39		92%	8%	15%	85%			0	0	0	0	0	0	0	0	0
Office Park 750	Acres	195.11	25.65	28.28		92%	8%	15%	85%			0	0	0	0	0	0	0	0	0
R&D Center 760	KSF[2]	8.11	1.22	1.07		83%	17%	15%	85%			0	0	0	0	0	0	0	0	0
R&D Center 760	Employees	2.77	0.43	0.41		86%	14%	10%	90%			0	0	0	0	0	0	0	0	0
R&D Center 760	Acres	79.61	16.77	15.44		84%	16%	12%	88%			0	0	0	0	0	0	0	0	0
Business Park 770	KSF[2]	12.76	1.43	1.29		84%	16%	23%	77%			0	0	0	0	0	0	0	0	0
Business Park 770	Employees	4.04	0.45	0.39		85%	15%	22%	78%			0	0	0	0	0	0	0	0	0
Business Park 770	Acres	149.79	18.85	16.84		85%	15%	20%	80%			0	0	0	0	0	0	0	0	0
Building Materials/Lumber 812	KSF[2]	45.16	2.60	4.49		67%	33%	47%	53%			0	0	0	0	0	0	0	0	0
Building Materials/Lumber 812	Employees	32.12	2.42	2.77		62%	38%	51%	49%			0	0	0	0	0	0	0	0	0
Free Standing Discount Superstore 813	KSF[2]	53.13	1.67	4.61	28%	56%	44%	49%	51%			0	0	0	0	0	0	0	0	0
Specialty Retail Center 814	KSF[2]	44.32	6.84	2.71		48%	52%	44%	56%			0	0	0	0	0	0	0	0	0
Specialty Retail Center 814	Employees	22.36	NA	NA		NA	NA	NA	NA			0	NA	NA	NA	NA	0	NA	NA	0
Free-Standing Discount Store 815	KSF[2]	57.24	1.05	5.00	17%	68%	32%	50%	50%			0	0	0	0	0	0	0	0	0
Free-Standing Discount Store 815	Employees	28.84	0.51	3.48	17%	66%	34%	50%	50%			0	0	0	0	0	0	0	0	0
Hardware/Paint Store 816	KSF[2]	51.29	1.08	4.84	26%	NA	NA	47%	53%			0	0	0	NA	NA	0	0	0	0
Hardware/Paint Store 816	Employees	53.21	1.13	5.05	26%	NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Hardware/Paint Store 816	Acres	545.77	11.54	51.79	26%	NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Garden Center) 817	KSF[2]	36.08	1.31	3.80		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Garden Center) 817	Employees	22.13	0.69	1.99		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Garden Center) 817	Acres	98.21	2.59	7.52		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Wholesale) 818	KSF[2]	39.00	2.40	5.17		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Wholesale) 818	Employees	23.40	0.34	0.47		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Nursery (Wholesale) 818	Acres	19.50	0.26	0.45		NA	NA	NA	NA			0	0	0	NA	NA	0	NA	NA	0
Shopping Center 820 (Equation)	KSF[2]	Equations			34%	61%	39%	49%	51%			0	0	0	0	0	0	0	0	0
Shopping Center 820 Rate	KSF[2]	42.94	1.00	3.73	34%	61%	39%	49%	51%			0	0	0	0	0	0	0	0	0
Factory Outlet Center 823	KSF[2]	26.59	0.67	2.29		73%	27%	47%	53%			0	0	0	0	0	0	0	0	0
New Car Sales 841	KSF[2]	33.34	2.03	2.59		74%	26%	39%	61%		0.0	0	0	0	0	0	0	0	0	0
New Car Sales 841	Employees	21.14	0.67	0.96		44%	56%	48%	52%		0.0	0	0	0	0	0	0	0	0	0
Automobile Parts Sales 843	KSF[2]	61.91	2.21	5.98	43%	NA	NA	49%	51%			0	0	0	NA	NA	0	0	0	0
Tire Store 848	Service Bays	NA	2.10	3.54	28%	64%	36%	42%	58%			0	0	0	0	0	0	0	0	0
Tire Store 848	KSF[2]	24.87	2.89	4.15	28%	83%	37%	43%	57%			0	0	0	0	0	0	0	0	0
Tire Superstore 849	Service Bays	30.55	2.01	3.17		65%	35%	47%	53%			0	0	0	0	0	0	0	0	0
Tire Superstore 849	KSF[2]	20.38	1.34	2.11		65%	35%	47%	53%			0	0	0	0	0	0	0	0	0
Supermarket 850	KSF[2]	102.24	3.59	10.50	36%	61%	39%	51%	49%			0	0	0	0	0	0	0	0	0
Convenience Mkt. (Open 24 hrs) 851	KSF[2]	737.99	67.03	52.41	61%	50%	50%	51%	49%			0	0	0	0	0	0	0	0	0
Convenience Mkt. (Open 16 Hrs) 852	KSF[2]	NA	31.02	34.57		50%	50%	49%	51%			0	0	0	0	0	0	0	0	0
Convenience Mkt w/ Gas Pumps 853	KSF[2]	845.60	43.90	59.69	66%	50%	50%	50%	50%			0	0	0	0	0	0	0	0	0
Convenience Mkt w/ Gas Pumps 853	Fuel Position	542.60	16.57	19.07	66%	50%	50%	50%	50%			0	0	0	0	0	0	0	0	0
Discount Supermarket 854	KSF[2]	96.82	2.74	8.90	23%	58%	42%	50%	50%			0	0	0	0	0	0	0	0	0
Discount Club 857	KSF[2]	41.80	0.56	4.24		71%	29%	50%	50%			0	0	0	0	0	0	0	0	0
Discount Club 857	Employees	32.21	0.36	2.79		77%	23%	48%	52%			0	0	0	0	0	0	0	0	0
Wholesale Market 860	KSF[2]	6.73	0.51	0.88		67%	33%	53%	47%			0	0	0	0	0	0	0	0	0
Sporting Goods Superstore 861	KSF[2]	NA	NA	3.10		NA	NA	47%	53%			0	NA	0	NA	NA	0	0	0	0
Home Improvement Superstore 862	KSF[2]	29.80	1.26	2.37	48%	57%	43%	48%	52%			0	0	0	0	0	0	0	0	0
Electronics Superstore 863	KSF[2]	45.04	0.28	4.50	40%	NA	NA	49%	51%			0	0	0	NA	NA	0	0	0	0

A 1,000sf Medical Dental facility will have a trip distribution of 36 trips per day as shown above.

DJURIC NEIGHBORHOOD COMPATIBILITY

The requested HDMU zoning district classification was selected because it contains the allowed use of professional offices as per the following excerpt from the adopted Escambia County Land Development Code:

Sec. 3-2.9 High Density Mixed-use district (HDMU). (a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and **professional offices** with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

Dr. Djuric has maintained his dental practice at this location since 1998. The location contains two buildings, the dental office and an adjacent existing building as well. He anticipates his son will use the second building to open his new chiropractic offices. Both buildings will be used to provide medical services under the allowed "professional uses" referenced above. The existing dental office has proven itself to be compatible with the neighborhood for over 21 years. No new construction is anticipated on the building except for parking and a handicapped ramp addition out front. Dr. Djuric's proposed plans are contained in his attached letter dated November 15, 2018.

As shown on maps in the application, the property is surrounded by

lots that currently are zoned the same HDMU category as is being

requested by Dr. Djuric.

Sec. 3-1.6 Compatibility. (a) Generally. Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of **different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each.** Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses. (b) Location criteria. Location criteria are established within some zoning districts to promote compatibility among uses, especially new non-residential uses in relation to existing residential uses. Most criteria are designed to create smooth transitions of use intensity from large-scale concentrations of general commercial uses near major street intersections to small-scale dispersed neighborhood commercial uses in proximity to residential areas. Such transitions prevent the adverse impacts of continuous strip commercial development along major streets and avoid negative or blighting influences of some commercial uses on adjacent residential neighborhoods.

As referenced earlier, the dental practice has been a part of this neighborhood for over twenty years, demonstrating that professional services can co-exist successfully in a stable fashion over time, protecting the investments in each.

The Comprehensive requires the following criteria regarding location:

(e) Location criteria. All new non-residential uses proposed within

the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development

The requested zoning category is consistent with item **(3) Infill Development** above in that the site is surrounded by the same category as is being requested in this application, and the proposed use of **Professional Services** is listed as an allowed and permitted use under **LDC 3-2.9** cited above.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-5-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 02

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Meeting Date: 2/5/2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Karen Hartigan

*Address: 1041 Perdido Manor Dr
12640 Lillian Hwy

*City, State, Zip: Pensacola FL 32506

Email Address: _____

Phone: 850-516-7806

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Meeting Date: 2-5

Rezoning Quasi-judicial Hearing

Rezoning Case #: 02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ___✓___ Against

*Name: ELLEN STUCKEY

*Address: 12960 OGDEN *City, State, Zip: 32506

Email Address: ELLEN.STUCKEY@GMAIL.COM Phone: 7133053674

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Meeting Date: 2-5-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: PATRICK L LANGAN

*Address: 900 TRACY RD *City, State, Zip: PENSACOLA, FL 32506

Email Address: _____ Phone: 850-436-7029

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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01/2016

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Meeting Date: 2-5-2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Jacqueline Lane

*Address: 10738 Lillian Hwy *City, State, Zip: Pensacola FL

Email Address: Jlane8tc@bellsouth.net Phone: 850-453-3486

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign number

Please indicate if you:
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Meeting Date: 2/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: David J. Puglisi

*Address: 13021 Lillian Hwy. *City, State, Zip: P'cola, FL. 32506

Email Address: _____ Phone: _____

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Escambia County Planning Board
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Fortunati Exhibits 1-5 pictures

Please Print Clearly

Meeting Date: 5 Feb 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: BARBARA FORTUNATI

*Address: 12950 Ogden DR. *City, State, Zip: PENSACOLA FL 32506

Email Address: Richard.fortunati@gmail.com Phone: 850 453-5730

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Meeting Date: 2/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: CRAIG HUNTSMAN

*Address: 12640 *City, State, Zip: PENSACOLA, FL 32506

Email Address: cth7/d5 Phone: 850-456-7005

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Meeting Date: 2/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: Waived right to speak

Did not speak

_____ In Favor _____ Against

*Name: GILBERT BIRGEL

*Address: 13000 OGDEN DR *City, State, Zip: PENSACOLA FL 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/5/2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2019-02 **Agenda Item Number/Description:** "Ga Mear a"

spoke at Planning Board
Did not speak at PD

____ In Favor ✓ Against

*Name: BRUCE & DELORES GAMIERE

*Address: 12730 Lillian Hwy *City, State, Zip: PENSACOLA, FLORIDA 32506

Email Address: bgamiere@gmail.com Phone: 419-576-7385

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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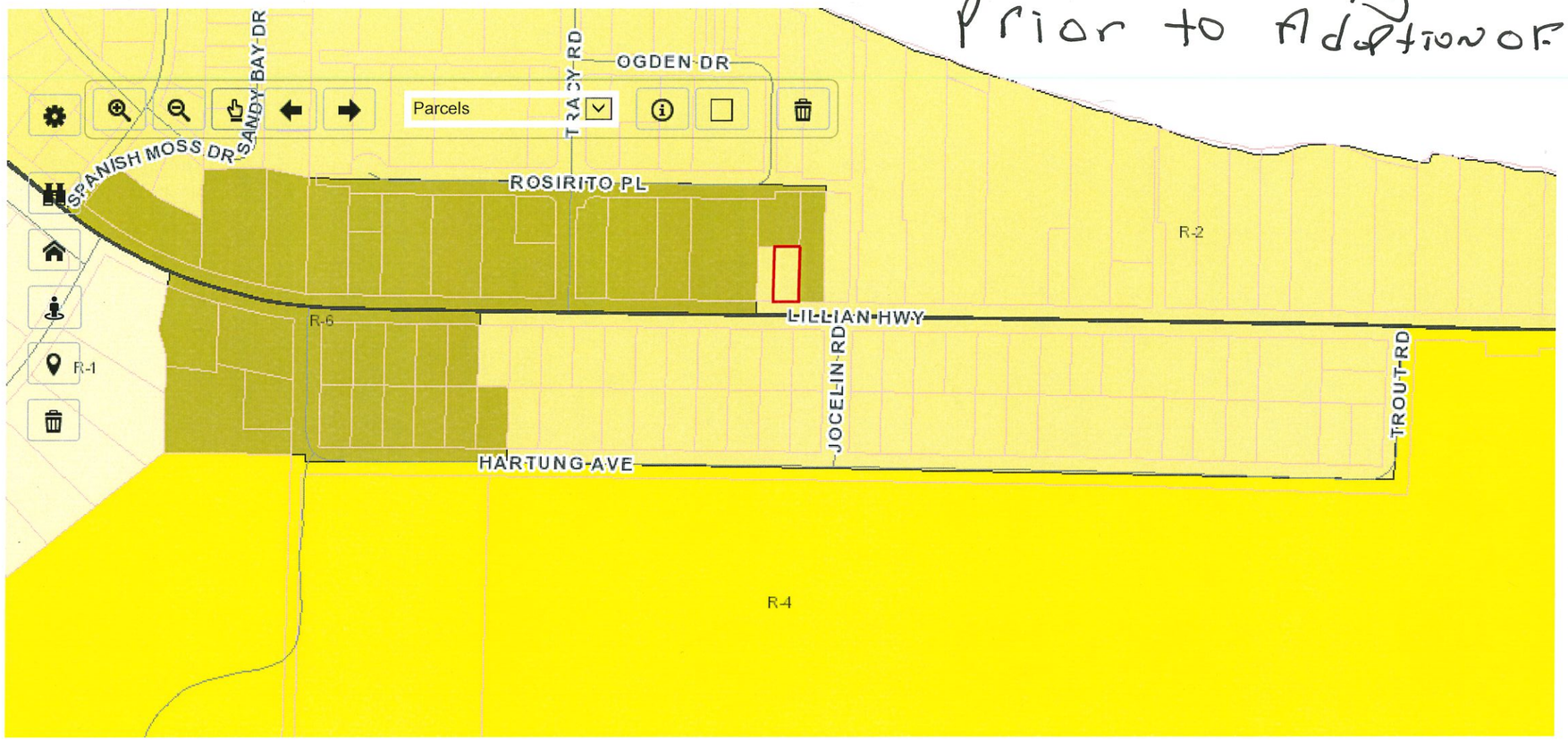
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01/2016

Previous Zoning
Prior to Adoption of 2015



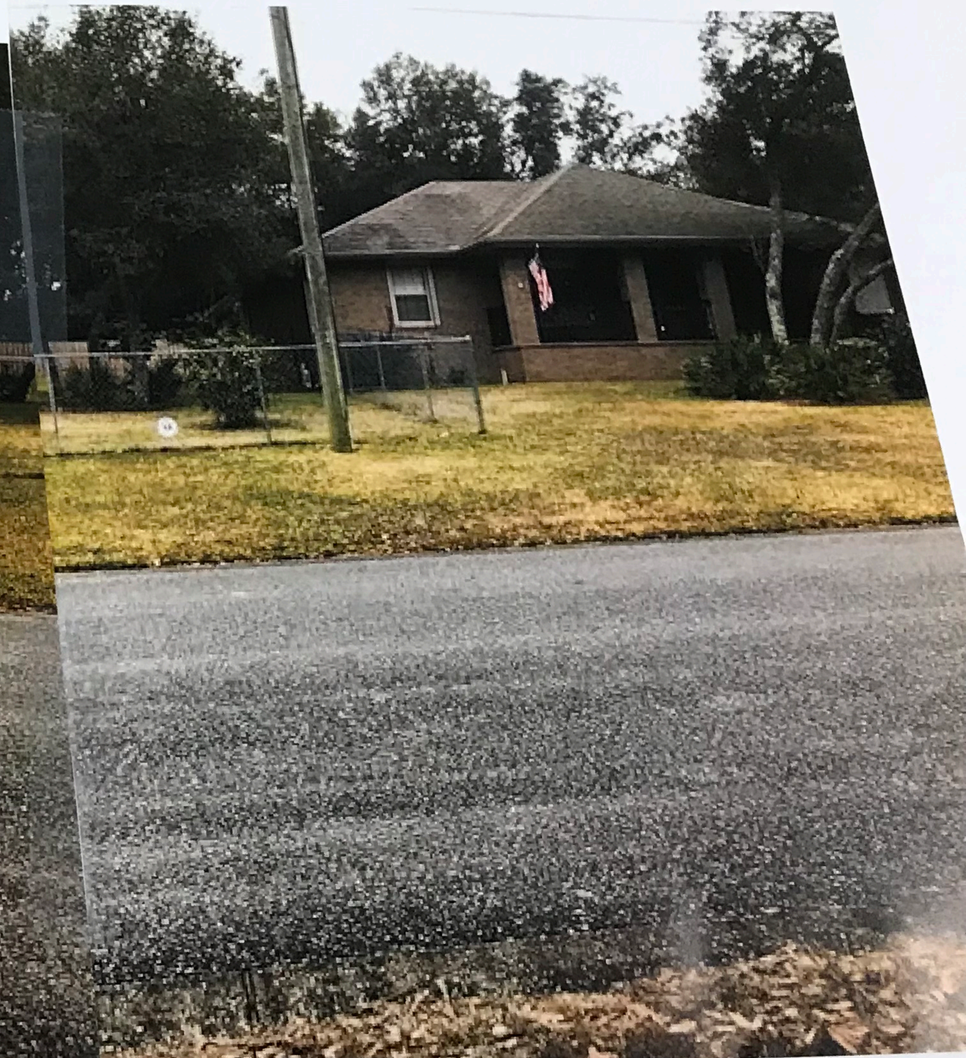
1 Results

Zoom	Buffer	Print Report	Zoning Comparison	Find Adjoiners	Reference Number	Owner	Site Address
Zoom	Buffer	Print Report	Zoning Comparison	Find Adjoiners	02-2S-32-1001-030-010	DJURIC SLAVOLJUB & MARGARET	12960 LILLIAN HWY

100m
300ft
30.399, -87.414



Rosarita Place 1 BLOCK North - 12900 Lillian Hwy (ham



on left) house on right property goes South 1 block to 98







12960 Lillian HWY



Dentist office


Tracy Rd.
Dentist office
E



Homes across the street from Dentist office



intersection of Tracy showing Ogden Dr. -8 houses

Tracy Rd looking South to 98

Z-2019-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-03
Applicant: Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC

Address: 8662 Ashland Avenue

Property Size: 4.76 (+/-) acres

From: MDR, Medium Density Residential district (10 du/acre)
To: HDMU, High Density Mixed-Use district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 5th day of February 2019, commencing at approximately 10:25 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
TIM PYLE — District 2
JAY INGWELL — District 1
ERIC FEARS — District 4
ALAN GRAY — At-Large
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy Representative

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
Development Services Department

KAYLA MEADOR
ALLYSON CAIN LINDSAY
JON FISHER
KIM WILSON

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GAIL MANNING.....16
JIM HOMYAK.....20
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CERTIFICATE OF REPORTER.....28
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P R O C E E D I N G S

THE CHAIRMAN: All right. At this time we will now move directly into our next case, Z-2019-03.

The applicant in this case is Ms. Kerry Anne Schultz. She is the agent for Jim Homyak, Ashland Avenue, LLC.

Okay. On this case, Z-2019-03, I'm going to ask members of the board: Has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, Planning Board members or anyone from the general public prior to this hearing?

Also ask if you have visited the subject property. And disclose if you are a relative or business associate of any of the parties.

And starting with Steve.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. GRAY: I have visited the adjacent areas. I live near this area, but I have not had any conversations with anyone or the applicant, so everything else is -- I've just been past it several times.

THE CHAIRMAN: Okay.
MR. PYLE: No to all.
THE CHAIRMAN: Chairman, no to ex parte communication.
I'm very familiar with this site. I've traveled that road many times but don't have any extra information to give.
MR. FEARS: No to all.
MR. INGWELL: No to all.
THE CHAIRMAN: All right. Thank you.
Okay. Ms. Schultz, if there's no objection, we'll let the staff present the maps and photography.
She's indicated yes.
So who will be presenting?
Jon? Okay.
MR. FISHER: Thank you, Chair and board.
Jon fisher, senior planner.
Again, zoning -- rezoning case Z-2019-03.
This is the locational map. You can see it's north of Detroit and south of Nine Mile.
Along Ashland Avenue.
This is the 500-foot zoning map. You can see it's currently zoned MDR.
And to the south, you have a zoning that's

HDMU, adjoining property.
This is the future-land use map, mixed-use urban.
This is the existing land-use map showing mostly all single family, a couple vacant.
This is the aerial map.
This is the public hearing sign.
This is public hearing sign looking south along Ashland Avenue.
Looking west from the subject property. You can see there's a new subdivision being constructed with homes.
Looking north along Ashland Avenue towards Nine Mile Road.
Looking at subject property.
Those are the maps and pictures.
THE CHAIRMAN: Okay. Thank you.
Any questions from board members about the maps or photography?
(No response.)
THE CHAIRMAN: All right.
Ms. Schultz, if you'll come forward, please.
And in this case, Ms. Schultz is an attorney, and so she's bound by a code of

conduct as far as telling the truth. So she doesn't get sworn in, but we know that you're bound by a very high code.
So if you would please present your name and address for the record, please.
MS. SCHULTZ: Thank you, Honorable Chair.
Kerry Ann Schultz, a local attorney, 3869 Paradise Bay Drive, Gulf Breeze, Florida 32563.
THE CHAIRMAN: Okay. Thank you.
Ms. Schultz, did you receive a copy of the staff's findings of fact?
MS. SCHULTZ: Yes, Your Honor.
THE CHAIRMAN: Okay.
Do you understand that you must provide substantial, competent evidence that the rezoning request is not in conflict with the Comprehensive Plan or the Land Development Code?
MS. SCHULTZ: That is correct.
THE CHAIRMAN: Okay.
Please proceed.
MS. SCHULTZ: Thank you, Your Honor.
I have the pleasure of representing Ashland Avenue, the owner of the subject property. James D. Homyak, my client, is here today on behalf of the owner.

The staff, as always, has written a very nice response as far as the criteria and the findings.
I'm just going to walk through that because every single one of them we believe we have met the criteria. And the staff has agreed with that.
And so what we're looking at -- And this is not a future land-use map application either. It is simply rezoning from the MDR to HDMU. So we're going from high-density -- excuse me -- from medium-density residential to high-density mixed use.
So let's talk about the criteria, because that is the burden, as Mr. Briske has mentioned, that I have to meet today.
Number one is consistent with the Comprehensive Plan. Obviously, if the zoning is consistent with the plan -- Let's look at this.
The proposed amendment is to HDMU. It's consistent with the intent and purposes of the plan. What this will allow the client to do simply is just to have flexibility in lot lines, as well as there are 25 units per acre that would be allowed in this particular category.

Page 9

As the maps -- As Mr. Fisher has showed on the maps, there is HDMU within that area. And we'll speak to the other criteria here in a second.

But based on the staff's findings, the staff has found that this proposal would be consistent with the Comprehensive Plan. And I clearly agree with that as well.

Number 2, is our request consistent with zoning district provisions?

Well, the proposed zoning is consistent with the stated purposes, intent of the Land Development Code, including the other zoning established provisions prescribed by the proposed district in Chapter 3.

Obviously, we're trying to go from MDR to HDMU, which is to provide simply for residential development and efficient urban pattern with well-connected streets.

As most of you have -- know the site, several of you board members have mentioned you drive by this frequently. You're very much aware of the streets in that area, as well as the traffic in that area. The county staff has also determined in the findings that we are

Page 10

consistent as well.

The current owner of the property, Ashland Avenue, intends to build nice homes in that area, which would be compatible with that area and the growing population in that area due to businesses in that area.

So the staff has also agreed -- and I couldn't agree more that -- we are consistent with the zoning district provisions.

Number 3, is our request compatible with the surroundings?

Well, land uses, development activities and conditions. We are going to be consistent with the flow of that.

As you saw in the map, you're seeing some new development that is being conducted simply just adjacent across the street.

This will be residential use. And as you all know, that within this particular zoning category, we can do residential in that. It just allows for flexibility, obviously, with how many units per acre, as well as the lot lines, but it will be compatible with the surrounding areas.

The staff's analysis also agrees, that it

Page 11

will be compatible with the surrounding residential land uses in the area.

If you looked at that map that -- the 500 radius area, Mr. Fisher had mentioned in the report that the properties within the zoning districts include HDMU and MDR, which is what we currently are.

So 30 single-family residents, 3 vacant commercial, 1 stormwater pond and 1 warehouse was noted in that area.

Well, that's consistent with what you find in residential areas. So from going from MDR to HDMU, that would not be incompatible. So we believe we've met the criteria. And the staff has agreed as well.

Let's take a look at the next one, which is, is it appropriate if spot zoning?

Well, as mentioned, the adjacent property immediately to the south is also zoned HDMU. That's important. That right there, we don't have a spot zoning issue. The rezoning request does not constitute spot zoning.

The density of the proposed development will actually fall below the maximum allowed by the existing contiguous zones.

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So if you look at that square footage, you're looking at about 4.68 acres is the approximate. If you find that in your packet, there's no way in the world that Mr. Homyak mathematically could put the allowable density within that area. There's just not enough square footage mathematically.

And you-all are very sophisticated, and you see that when you look at the layout of that. So not only are we not dealing with the spot zoning issue, but we would be well below the density that we would be allowed to use in that. We're not putting houses on top of houses.

The last criteria we have to meet and show that we have the evidence to do that is, are we appropriate with changes or changes -- changing conditions?

The area to which the proposed zoning will apply has changed. It's changing. There's lots of development in that area, which is very, very exciting for Escambia County.

I know Mr. Briske, Mr. Gray had mentioned that they drive by that every day. You know, years ago -- We could all say there really was a

whole lot of development and newer homes to accommodate our residents in this area, with some of the changes with dynamics up in that community, with new businesses, and all of that.

So it's exciting, is that we are coming in now and wanting to develop this land consistent with what other individuals are doing in that area to meet the needs of our community of those looking for single-family nice homes.

So the demands of the smaller lot, single-family residential homes in that portion the county would be compatible. And it's consistent with the changes and changing conditions.

The staff also determined that as well, that this does not or create or contribute to urban sprawl.

And so the land uses and development conditions within the area surrounding the property or zoning have not changed, and our -- our development, which would be single-family residential, would be consistent.

So based on that, not only do I believe that I have showed my burden today before this honorable board under the Land Development Code

in establishing that we can meet the evidentiary criteria as required in this quasi-judicial proceeding, but the staff report, extremely well written, and determines that, yes, on every single point there's no evidence to suggest that we can't meet the criteria.

And so based on that, I ask this honorable board to vote in favor and allow us to go forward before the Board of County Commission.

In saying that, just want to reserve the right -- We all know, and I really appreciate this county emphasizing that we will have to go through the process like any subdivision.

So when you deal with stormwater and traffic and the houses and all the particulars of that site plan, that's a whole 'nother burden we have to meet.

But for the purpose of this hearing today, I believe we have met the criteria. And I kindly ask you to vote in proponency.

Thank you.

THE CHAIRMAN: Thank you.

Ms. Schultz, do you have any witnesses you want to present?

MS. SCHULTZ: I do not at this time.

THE CHAIRMAN: Okay. All right.

All right. Board members, any questions?

(No response.)

THE CHAIRMAN: We will go -- We do have some folks signed up to speak.

For those members of the public who wish to speak, please note the Planning Board bases its decision on the approval conditions and exceptions described in 2-7.2 of the Land Development Code.

During our deliberations, the Planning Board does not consider general statements of support or opposition.

Please limit your testimony to those approval conditions and exceptions described in 2-7.2, and please also note that only those who are here today giving testimony on the record will be allowed to speak at the subsequent Board of County Commission meeting.

Ms. Gail Manning.

Good morning, ma'am.

If you'll be sworn in, and then your name and address for the record.

- - -

GAIL MANNING, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Okay.

THE WITNESS: Thank you.

Thanks for educating me in a way that I was not educated before I got here.

THE CHAIRMAN: If you'll state your name and address for the record.

THE WITNESS: Excuse me. I'm Gail Manning. I live at 8363 Ashland Avenue. And we own property there and at 8381 Ashland Avenue. And we have lived there for 38 years. And, yes, we've seen a lot of changes.

I'm not a public speaker, so I made some notes. Some of this involves traffic. And so, therefore, in sitting there and listening, I'm going to say criterion B and E.

THE CHAIRMAN: Okay.

THE WITNESS: So I can speak. Okay.

I am concerned with the development of this parcel at this time.

And it will further impact a serious traffic situation that has developed on Ashland

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Avenue. The situation is one of deteriorating roads, excessive speed, and increase in noise.

Having said that, density. How many houses? Too many houses. That's what I guess I'm here for.

The section of Ashland Avenue I wish to discuss is the one -- one-plus mile that is between Nine Mile Road crosses Detroit Boulevard, ends at Lepley.

There are approximately 30 homes -- and these are probably old properties, acres plus, that face Ashland Avenue.

What is happening is, these properties are being sold off, and they're being divided. And therefore, we have these maps -- and if you don't mind putting that one map back up -- that are zoning.

The zoning is something that's all new to me. I've -- I've seen signs over the years. Never had anything that I had time to go really talk to somebody about. So thank you.

The other part of it is that there's approximately 27 -- 279 homes in subdivisions where the occupants absolutely, positively have to go on Ashland Avenue to leave their

Page 18

subdivisions. So it's not like there's any other road that these 309 people can travel to get to either Nine Mile Road or to Detroit Boulevard. There's one small side street. But these people actually have to travel this highway -- or this road, this neighborhood.

You also have the people who live in the Milestone complex -- or not Milestone, but the Milestone Crossings complex. There's 240 units in there. Those people are using the street also.

Then you also have the American Legion, the Deliverance Tabernacle Church, school, child care center, a Lakeview Center facility, four construction companies, and a place that houses RVs and other assorted items that are on wheels.

The street is crumbling beneath this wear and tear. In some places the asphalt is gone. Ruts have been replaced beside of the road. Potholes and patches are abundant. And we have places where two cars cannot even pass.

The biggest issue being the amount of traffic that this poses and the rates of speed that some folks drive.

I've checked the adjoining streets that

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are parallel. They have no -- even half the amount of traffic that has to enter their street in order to exit, so all the traffic is like twice as much or three times as much.

The . . . I know I'm supposed to cut this short probably. Just yesterday we had an accident on the corner of Ashland and Detroit. The lines were knocked down. A power pole was in the middle of the road. Traffic was stopped north, south, east and west.

My reasons for coming here today is to respectfully ask you to reconsider any future building projects at this time. There are necessary improvements that need to be made, and the improvements will be made for -- make the neighborhood safer, improve the quality of life of those living there, and hopefully increase our property values. I'm not so sure that our property values are increasing through what's being done.

That property that is south of the property in question that these folks are here for rezoning, that property houses one building that used to be a residential home. It was residents. And it is now being used by the

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Lakeview Center.

So that is not really a high-density property right now. That's just one building.

And, yes, that is all I have to say. And I don't speak well. And I appreciate your time. Thank you very much.

MR. INGWELL: You spoke very well.

THE CHAIRMAN: Thank you. You did very well. No problem. Thank you.

THE WITNESS: Mm-hmm. Thank you.

THE CHAIRMAN: Mr. Alvin Manning.

MS. MANNING: Oh, he's not talking.

THE CHAIRMAN: Okay.

Mr. Manning, you do understand if you don't speak here today, you can't speak at the Commission. Okay. All right.

That's the only person that we have signed up to speak.

Is there anyone else here that wishes to speak on this matter today?

Mr. Homyak, if you'll come forward.

- - -

JIM HOMYAK, upon being duly sworn, was examined and testified as follows:

- - -

THE WITNESS: Jim Homyak, 366 Fort Pickens Road, Pensacola Beach, Florida, owner of the property.

I just more or less wanted to reserve my right to speak and just see if anybody had any questions of me at this time.

THE CHAIRMAN: Okay.

MR. PYLE: No, but I thank you for offering that up.

My personal opinion, having been on your side in a past life doing this for a living, I think it's incumbent upon the agent to express their wishes and desires to the neighbors.

Doesn't mean that all neighbors are going to be in a hundred percent agreement, but I always -- I don't -- A lot of the "not in my back yard" crowd doesn't sway me, but I do -- And I always feel like it's applicable or agent's responsibility to sell their idea and their change to their neighborhood.

So I appreciate you offering yourself up --

THE WITNESS: Okay.

MR. PYLE: -- so to speak.

THE WITNESS: All right.

THE CHAIRMAN: Mr. Homyak, just to preserve your right to speak on multiple issues, are you in agreement with the staff's findings of facts that you are consistent with the five categories?

THE WITNESS: Yes, I am.

THE CHAIRMAN: Okay. Just . . . If we don't have you speak on that -- Because you can't bring any new evidence to the Board of County Commissioners.

So as long as you're in agreement with those, so . . .

THE WITNESS: Okay.

THE CHAIRMAN: Board members, any other questions?

(No response.)

MR. GRAY: Thank you, Mr. Homyak.

THE WITNESS: Thank you.

THE CHAIRMAN: Ms. Schultz.

MS. SCHULTZ: Yes.

THE CHAIRMAN: I'm sorry. Anyone else from the public that wishes to speak?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the meeting.

And Ms. Schultz, you have an opportunity to do a close.

MS. SCHULTZ: Yes, Your Honor.

Just a few follow-ups.

We obviously believe that we have met our burden of establishing why we can meet the criteria. The staff's findings also are in support of that.

Just a couple of things here to keep in mind. Ms. Manning had mentioned traffic, significant focus on traffic. And that is a concern that is definitely going to be brought up. It's brought up on every development, the neighboring property over there.

But what I would like to mention, with that, although traffic is not something this honorable board considers, you're very well aware of that. You've mentioned that yourselves to those in both cases today.

But the use of the property, in talking about -- I mean, pretend like that goes towards the surrounding uses and compatibility, just to kind of fit that idea.

What's important to know is that with the existing MDR, and even with the HDMU of our proposed request, is that we are using a less intense use of the property.

Ms. Manning brought up density issues, which is always a concern. But in reality, with MDR, we could use a more intense use than what we're planning, which is a single-family home neighborhood and with HDMU.

So there's got to be comfort there that with this property -- And, obviously, this board does not have jurisdiction to prevent development, like Ms. Manning had suggested.

However, there's guidelines in place with the law, and the site plan, and development review process of where my client will have to sit with those various agencies and work through that. So there's comfort in knowing that.

But even with Ms. Manning's well-thought-out comments, I can tell this honorable board that traffic is not a criteria that we look at.

And, in fact, when it comes down to density, we're using a less intense use of the property. So we believe, even with those comments and what the staff has provided, that

we've met the criteria.
And I ask this honorable board to move to allow us to go forward on an acceptance.
THE CHAIRMAN: All right.
THE WITNESS: Thank you.
THE CHAIRMAN: Board members, any questions?
MR. INGWELL: Staff, what's the history on the property to the south, the zoning history on that?
THE CHAIRMAN: Jon, state your name.
MR. FISHER: Jon Fisher, senior planner.
Not sure what we mean by "the zoning history on it."
MR. INGWELL: Well, it looks like it almost was spot zoning, to be zoned HDMU -- MDR.
MR. FISHER: My guess would be we didn't come up with a rezoning on this property, that when they did the zoning consolidation or got a zoning, it was already at that time some type of living facility use or whatever is by . . . I forget what she said it's being used by right now.
MR. FEARS: In other words, it defaulted to HDMU because of the --

MR. FISHER: -- current use in the building right now.
MR. FEARS: In 2015?
MR. FISHER: It's either 2015 or when zoning came about.
MR. FEARS: Or '89.
MR. FISHER: Yes.
It could have been R-5 or R-6 old zoning which automatically goes to HDMU because the current use that was in the building. It probably was a single family at the time when the zoning came or when the consolidation came.
THE CHAIRMAN: Okay. Further questions?
(No response.)
THE CHAIRMAN: Okay. Board members ready to make a motion?
MR. FEARS: Mr. Chair, I make a motion that we accept and approve the application for Z-2019-03, based on the five criteria being met.
MR. PYLE: Second.
THE CHAIRMAN: We have a motion and a second.
Further discussion?
(No response.)
THE CHAIRMAN: All those in favor, say

"aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
(Hearing concluded at 10:52 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik
_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date:	02/05/2019
CASE :	Z-2019-03
APPLICANT:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC.
ADDRESS:	8662 Ashland Avenue
PROPERTY REF. NO.:	10-1S-30-1101-030-005
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	03/07/2019

SUBMISSION DATA:
REQUESTED REZONING:

FROM: MDR, Medium Density Residential district (10 du/acre)

TO: HDMU, High Density Mixed-use district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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

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

FINDINGS

The proposed amendment to HDMU **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The MU-U FLU is 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 listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1 and FLU 2.1.2 by making use of the existing public roads and the availability of utilities and service infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.7 Medium Density Residential district (MDR).

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

Sec. 3-2.9 High Density Mixed-use district (HDMU).

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

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

(3) Retail services. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Boarding and rooming houses.

c. Child care facilities.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.

g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs

with distribution of alcoholic beverages for off-site sales.
See also conditional uses in this district.

(4) Public and civic.

a. Preschools and kindergartens.

b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

c. Foster care facilities.

d. Places of worship.

e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(8) Other uses. [Reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

(1) Residential.

a. Dormitories.

b. Fraternity and sorority houses.

c. Manufactured (mobile) home parks.

(2) Retail sales. Medium-scale (gross floor area greater than 6000 sq.ft. per lot, but no greater than 35,000 sq.ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

(3) Retail services.

a. Medium-scale (gross floor area greater than 6000 sq. ft. per lot, but no greater than 35,000 sq. ft.) retail services, excluding motor vehicle service and repair.

b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced

alcoholic beverages for off-site sales.

c. Small-scale (gross floor area 6000 sq.ft. or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, excluding towers.

b. Cemeteries, including family cemeteries.

c. Clubs, civic and fraternal.

d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

e. Cinerators.

f. Educational facilities not among the permitted uses of the district.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.

k. Warehousing or maintenance facilities for government agencies or public utilities.

(5) Recreation and entertainment.

a. Amusement arcade centers and bingo facilities.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related. Microbreweries, microdistilleries, and microwineries

(**7) Agricultural and related.**

a. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

b. Veterinary clinics.

(8) Other uses.

a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.

b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The applicant has stated that the proposed rezoning is for residential use. For any nonresidential uses an compatibility study would have to be approved by the Planning Director during the Site Plan Review Process. The proposed amendment **is compatible** with surrounding residential existing uses in the area. Within the 500 radius area, staff observed properties with zoning districts HDMU and MDR. Thirty single family residences, three vacant commercial, one stormwater pond, and one warehouse.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

FINDINGS

The requested zoning district **would not be considered to be spot zoning** as the adjoining parcel to the south is currently zoned HDMU. Along Ashland Ave, there are residential use properties and existing subdivision with new subdivision be built to the west along Ashland Ave.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

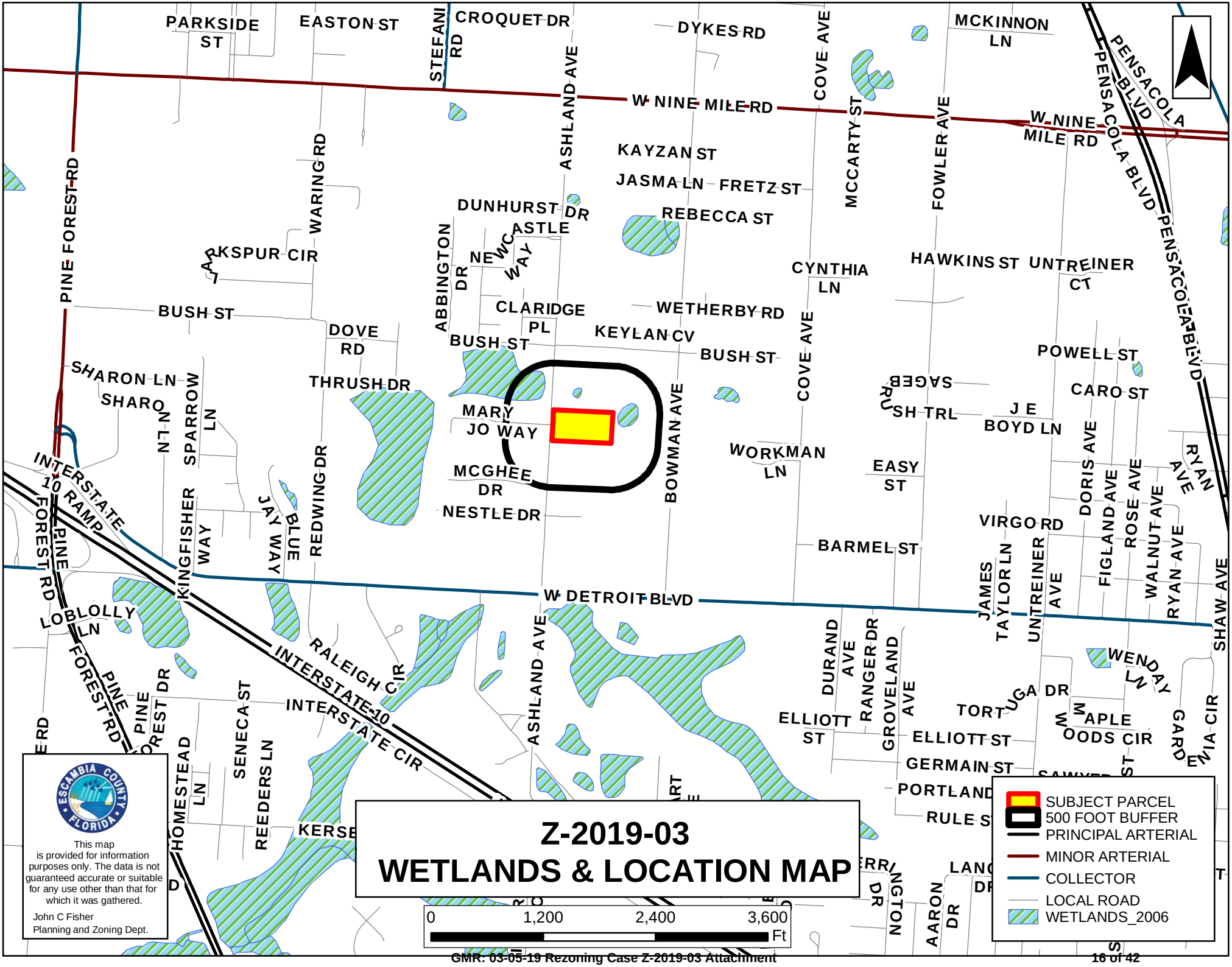
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have not changed.** The current request does support the transitional character, uses and intensities of the surrounding areas.

Attachments

Working Case File



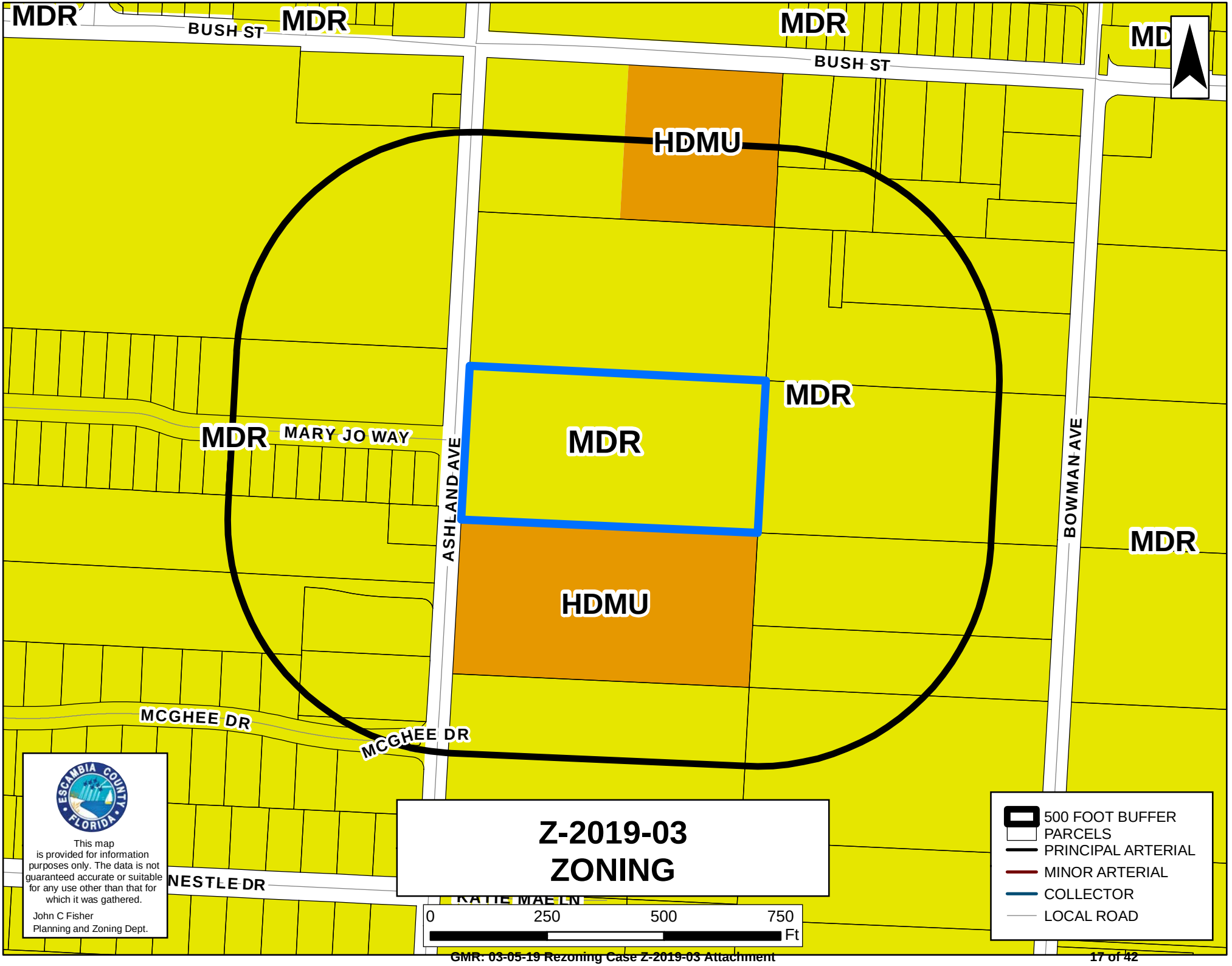
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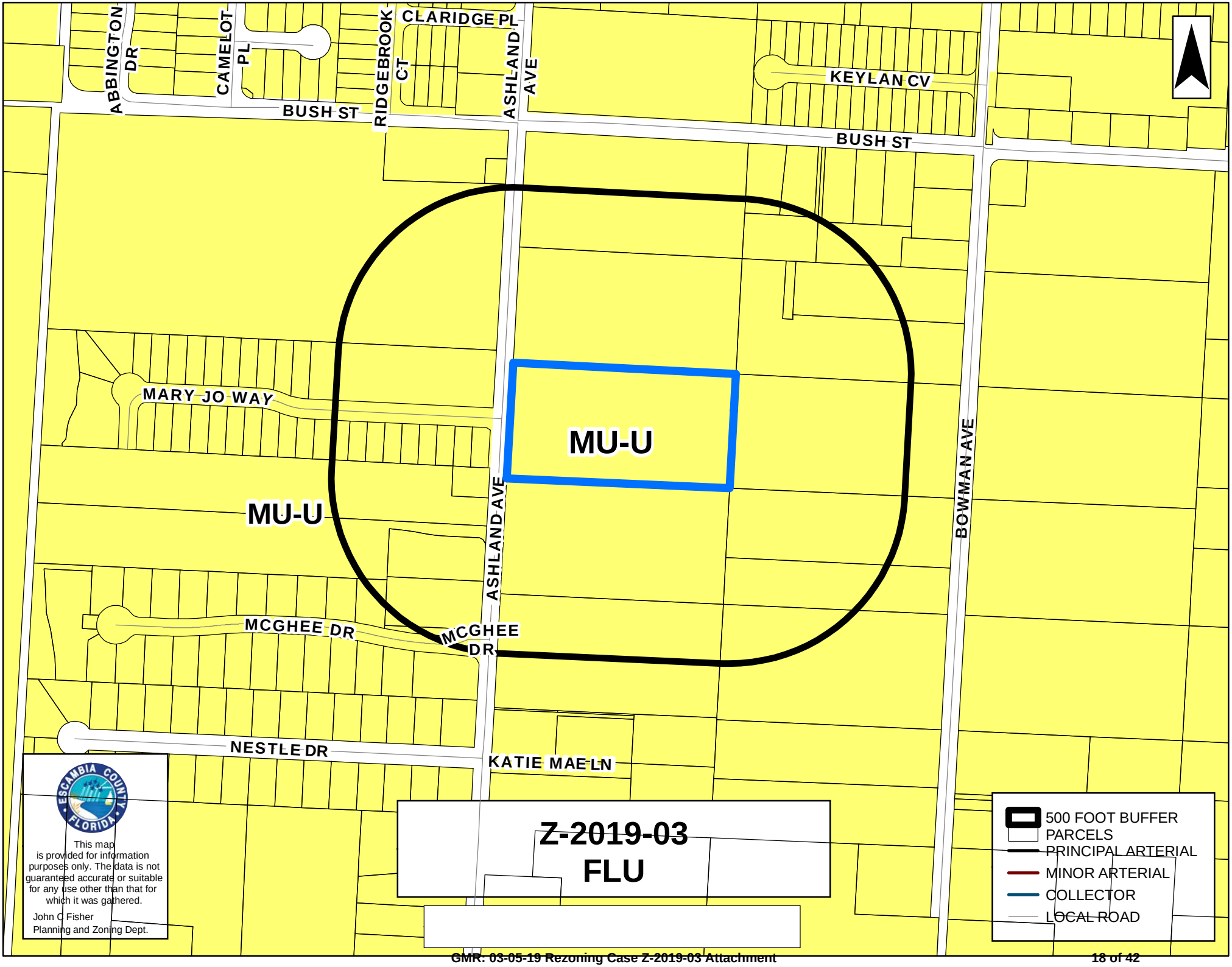
John C Fisher
Planning and Zoning Dept.

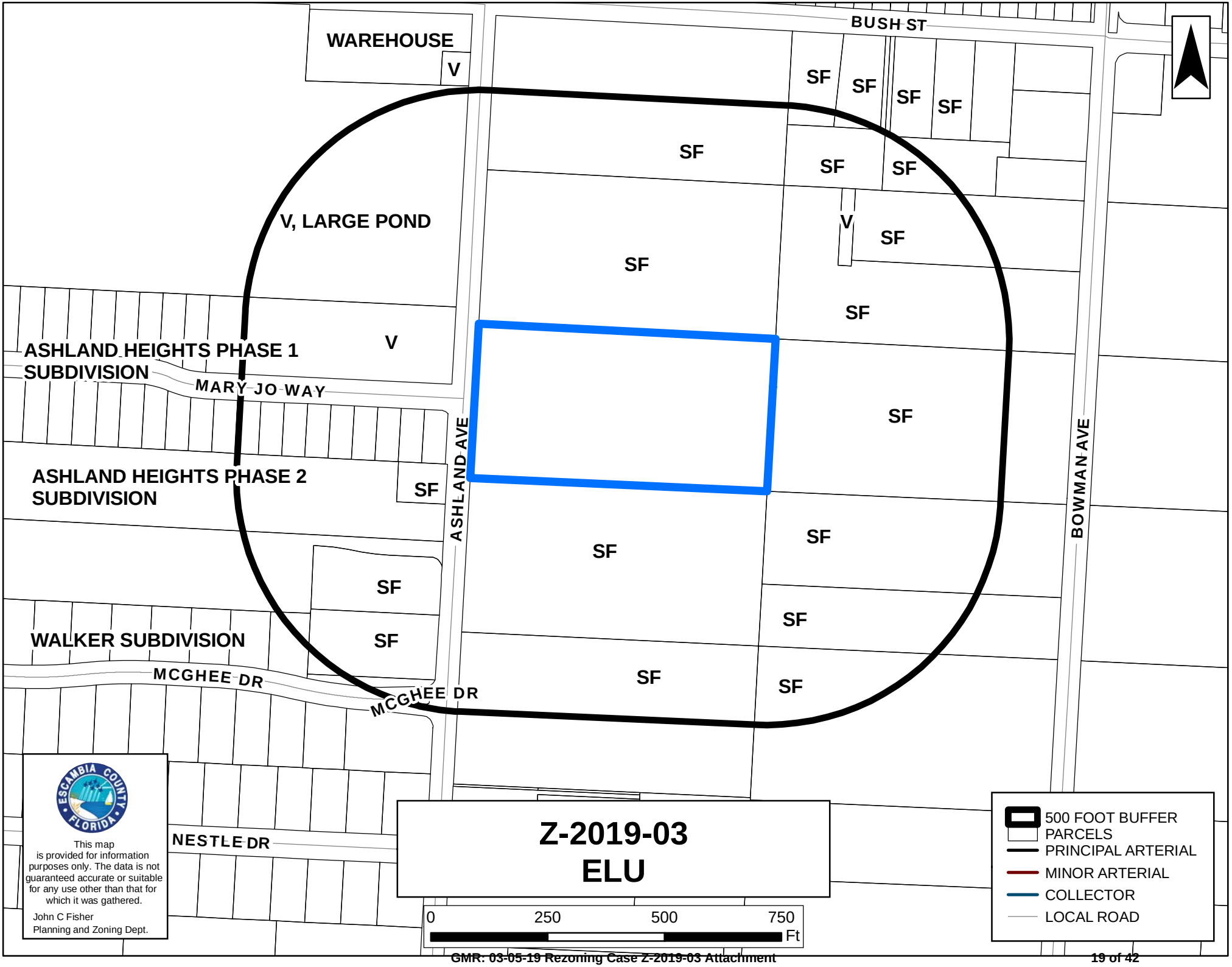
Z-2019-03
WETLANDS & LOCATION MAP

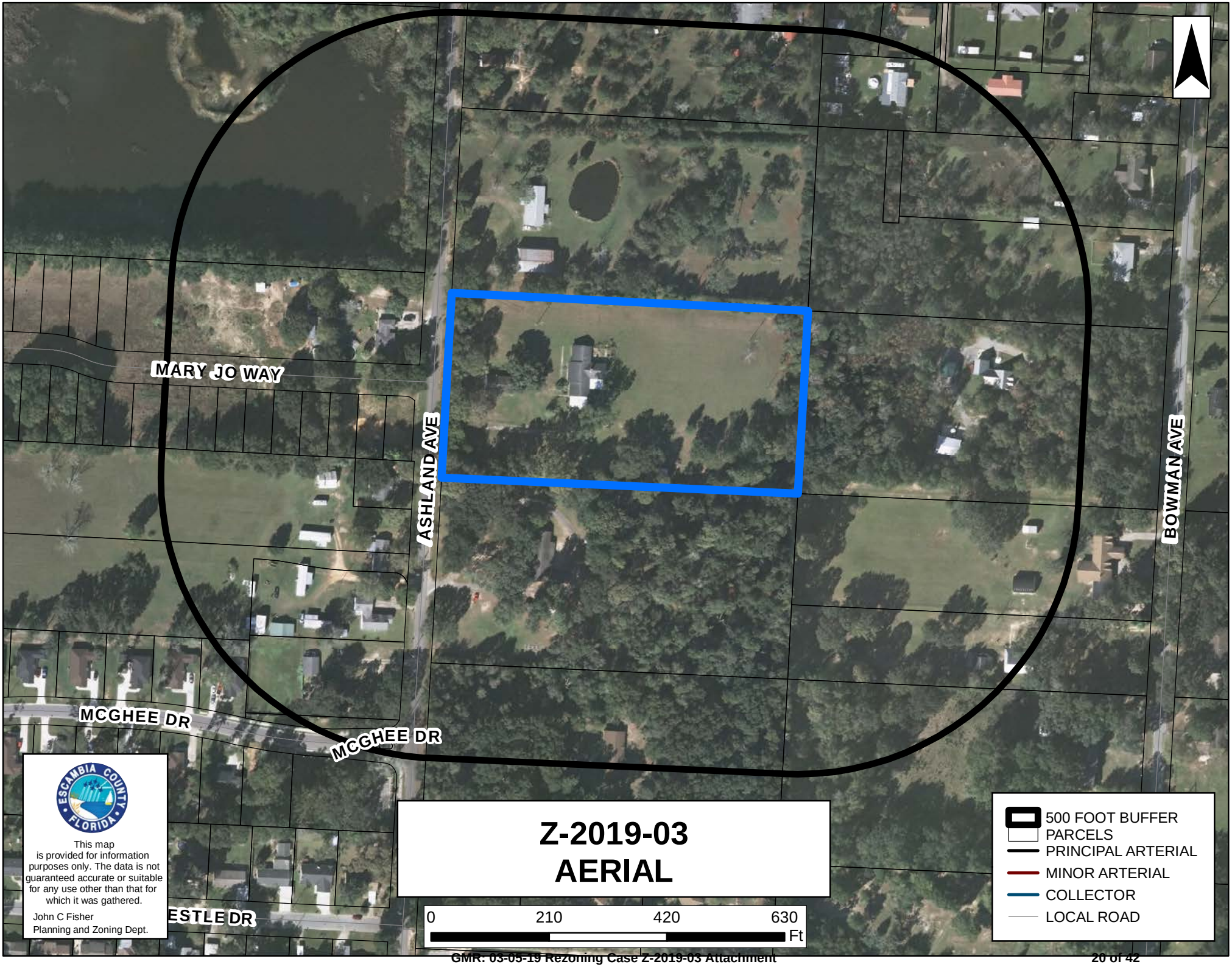
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SUBJECT PARCEL
500 FOOT BUFFER
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006


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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


ABBINGTON DR
CAMELOT PL
RIDGEBROOK CT
CLARIDGE PL
ASHLAND AVE
KEYLAN CV
BUSH ST
BUSH ST
MARY JO WAY
MU-U
MU-U
ASHLAND AVE
BOWMAN AVE
MCGHEE DR
MCGHEE DR
NESTLE DR
KATIE MAE LN
Z-2019-03
FLU
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.


WAREHOUSE
V
BUSH ST
SF
V, LARGE POND
V
ASHLAND HEIGHTS PHASE 1
SUBDIVISION
MARY JO WAY
ASHLAND HEIGHTS PHASE 2
SUBDIVISION
ASHLAND AVE
BOWMAN AVE
WALKER SUBDIVISION
MCGHEE DR
NESTLE DR
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.
John C Fisher
Planning and Zoning Dept.
Z-2019-03
ELU
0
250
500
750
Ft
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MARY JO WAY
ASHLAND AVE
BOWMAN AVE
MCGHEE DR
MCGHEE DR
ESTLE DR
Z-2019-03
AERIAL
0
210
420
630
Ft
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.



PUBLIC HEARING SIGNS



LOOKING SOUTH ALONG ASHLAND AVE.



LOOKING WEST FROM SUBJECT PROPERTY



LOOKING NORTH ALONG ASHLAND AVE.



LOOKING AT SUBJECT PROPERTY

FOUNTAIN SCHULTZ & ASSOCIATES
Attorneys at Law

KENNETH R. FOUNTAIN
KERRY ANNE SCHULTZ
SCOTT C. BRIDGFORD

2045 FOUNTAIN PROFESSIONAL CT.
SUITE A
NAVARRE, FLORIDA 32566
TEL: (850) 939-3535
FAX: (850) 939-3539

SANTA ROSA BEACH
TEL: (850) 622-2700
FAX: (850) 622-2722

December 19, 2018

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

RE: REZONING APPLICATION
Property Reference Number: 101S301101030005
8662 Ashland Avenue, Pensacola, Florida 32534
Owner: Ashland Avenue, LLC

Dear Ms. Cain:

I have the pleasure of assisting the above-referenced owner with the Application for Rezoning. Enclosed is the following information and documentation:

(1) **Completed Application**
(2) **Concurrency Determination Acknowledgment**
(3) **Affidavit of Owner and Limited Power of Attorney**
(4) **Property Appraiser Information Confirming Ownership**
(5) **Check in the amount of $1,275.00 for the application fee**
(6) **Boundary Survey**

Please be advised that the owner can satisfy the re-zoning approval conditions to re-zone the property from Medium Density Residential ("MDR") to High Density Mixed Use ("HDMU"). In support of the Rezoning Application, the owner can support the following approval conditions:

(1) **Consistent with Comprehensive Plan**. The proposed rezoning is consistent with the future land use (FLU) category as prescribed in the Land Development Code ("LDC") Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions. The rezoning is consistent with aspects of the Comprehensive Plan. The future land use of the property (Mixed Use Urban ("MU-U") (25 units per acre) allows for a mix of uses, including residential. The proposed zoning request of HDMU allows for single family residential use, and therefore, is consistent with the goals of the comprehensive plan. The subject parcel is located in Escambia County. The proposed development is well within the service areas of the County and Utility

infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County land development standards. The proposed rezoning for the subject parcel meets the goals, objectives and policies of the comprehensive plan regarding potable water, wastewater, solid waste, storm water management, traffic, school and aquifer protection.

(2) **Consistent with Zoning District Provisions**. The proposed rezoning is consistent with the stated purposes and intent of the Land Development Code, including any other zoning establishment provisions prescribed by the proposed district in Chapter 3. The primary intent of the HDMU district is to provide for residential development in an efficient urban pattern of well-connected streets. The proposed rezoning is consistent with the LDC and surrounding uses.

(3) **Compatible with Surroundings.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions. The requested zoning is HDMU, which allows for single family residential. The proposed zoning is compatible with the surrounding uses. The proposed development is residential development and the density would remain below the maximum allowed by the neighboring districts. The owner desires HDMU zoning to have the flexibility of forty foot lot widths. The proposed rezoning meets intent and goals of the surroundings area.

(4) **Appropriate if Spot Zoning.** The adjacent property immediately to the South is also zoned HDMU. This rezoning request does not constitute spot zoning. In addition, the density of the proposed development would fall below the maximum allowed by the existing contiguous zones.

(5) **Appropriate with Changes or Changing Conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning. The demand for smaller lot single family residential homes in the portion of the county has increased sharply in recent years.

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

Sincerely,
Fountain, Schultz & Associates, P.L.

Kerry Anne Schultz

KAS: amf
Enclosures as stated

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-03 Accepted by: _____ PB Meeting: 2/5/2019

1. **Contact Information:**

   A. **Property Owner/Applicant:** Ashland Avenue, L.L.C., a Florida limited liability company

   Mailing Address: 366 Fort Pickens Road, Pensacola Beach, FL 32561

   Business Phone: 850-393-0893 Cell: 850-393-0893

   Email: jim@panhandlegulf.com

   B. **Authorized Agent (if applicable):** Kerry Anne Schultz

   Mailing Address: 2045 Fountain Professional Court, Ste. A, Navarre, FL 32566

   Business Phone: 850-939-3535 Cell: _____

   Email: kaschultz@fountainlaw.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 8662 Ashland Ave., Pensacola, Florida 32534

   Parcel ID (s): 101S301101030005

   B. Total acreage of the subject property: 4.83

   C. Existing Zoning: MDR

   Proposed Zoning: HDMU; explain why necessary and/or appropriate

   Development of residential townhomes.

   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): No.

The current structures will be demolished upon commencement of construction

E. Sanitary Sewer: X Septic: ____

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

See attached letter

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

See attached letter

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

See attached letter

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

See attached letter

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

See attached letter

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 101S301101030005

Property Address: 8662 Ashland Ave., Pensacola, Florida 32534

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 19th DAY OF December, YEAR OF 2018.

Signature of Property Owner	Printed Name of Property Owner	Date
	JAMES D. WOMACK - MANAGING MEMBER ASHLAND AUTO PLUS LLC	12/19/18
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 8662 Ashland Ave., Pensacola, Florida 32534 _____, Florida, property reference number(s) 101S301101030005 _____ I hereby designate Kerry Anne Schultz _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 19TH day of December the year of, 2018, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Kerry Anne Schultz Email: kaschultz@fountainlaw.com

Address: 2045 Fountain Professional Court, Ste. A, Navarre, FL 32566 Phone: 850-939-3535

Signature of Property Owner	Printed Name of Property Owner	Date
	JAMES D. HOMYAK-MANAGING MEMBER ASHLAND AVENUE LLC	12/19/18
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of December 20 18, by James D. Homyak.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Julie Jane Franklin

Printed Name of Notary

(Notary Seal) Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

5. **Submittal Requirements**

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. NA Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent — Printed Name Owner/Agent: JANET D. HOMYAK-MANAGING ASHLAND AVE LLC MEMBER — Date

Signature of Owner — Printed Name of Owner — Date: 12/19/18

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 19th day of December 2018, by James D. Homyak.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Printed Name of Notary: Julie Jane Franklin (notary seal)

Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

Recorded in Public Records 11/6/2017 8:09 AM OR Book 7805 Page 335, Instrument #2017086999, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Prepared by and return to:
Kerry Anne Schultz
Attorney at Law
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Ct Suite A
Navarre, FL 32566
850-939-3535
File Number: **17-00275.RC**

[Space Above This Line For Recording Data]

Corrective Warranty Deed

****This corrective warranty deed is being re-recorded to correct the name in the notary block to Diana Dawn Romero f/k/a Diana Dawn Elmore, and as Attorney-in-Fact for Nell W. Elmore in that certain Warranty Deed recorded 7/6/2017 in O.R. Book 7740, Page 434, of the public records of Escambia County, Florida.**

This Warranty Deed made this 5th day of July, 2017 between **Nell W. Elmore, an unmarried woman and Diana Dawn Romero f/k/a Diana Dawn Elmore, a married woman** whose post office address is **407 Crickentree Drive, Cary, NC 27518**, grantor, and **Ashland Avenue, L.L.C., a Florida limited liability company** whose post office address is **366 Fort Pickens Road, Pensacola Beach, FL 32561**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lt 3 Block 5, National Land Sales Company Subdivision of Section 10, Township 1 South Range 30 West, Escambia County, Florida, less and except and portion as described in Deed Book 563 Page 65 for County Road Right of Way.

Parcel Identification Number: 101S301101030005

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTime®

BK: 7805 PG: 336 Last Page

Witness Name: Roderick L. Judd

Witness Name: Frederick John DiBerto

Witness Name: Roderick L. Judd

Witness Name: Stacey N. Batchelor

Nell W. Elmore by Diana Dawn Romero f/k/a Diana Dawn Elmore (Seal)

Nell W. Elmore by Diana Dawn Romero f/k/a Diana Dawn Elmore, Attorney In Fact

Diana Dawn Romero f/k/a Diana Dawn Elmore (Seal)

Diana Dawn Romero f/k/a Diana Dawn Elmore

MICHELE A BRYDON NOTARY PUBLIC WAKE COUNTY, NC

State of North Carolina
County of Wake

The foregoing instrument was acknowledged before me this 5th day of June, 2017 by Diana Dawn Romero f/k/a Diana Dawn Elmore, who [_] are personally known or [X] have produced a driver's license as identification.
*And as Attorney-in-Fact for Nell W. Elmore

[Notary Seal]

Michele A. Brydon
Notary Public

Printed Name: Michele A. Brydon

My Commission Expires: 03/21/2021

Source: Escambia County Property Appraiser

Navigate Mode · Account · Reference

Restore Full Page Version

General Information

Reference:	1015301101030005
Account:	020111000
Owners:	ASHLAND AVENUE LLC
Mail:	366 FT PICKENS RD PENSACOLA BEACH, FL 32561
Situs:	8662 ASHLAND AVE 32534
Use Code:	SINGLE FAMILY RESID
Units:	2
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
2018	$114,238	$1,537	$115,775	$115,775
2017	$114,238	$144,879	$259,117	$163,837
2016	$114,238	$140,352	$254,590	$160,468

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/05/2017	7805	335	$100	WD	View Instr
06/05/2017	7740	434	$165,000	WD	View Instr
01/04/2017	7856	370	$100	WD	View Instr
04/1982	1639	879	$100	WD	View Instr
01/1971	542	560	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LT 3 BLK 5 LESS DB 563 P 65 COUNTY RD R/W S/D PLAT DB 89 P 369 OR 7740 P 434 OR 7805 P 335 OR 7856 P 370

Extra Features

CARPORT
GAZEBO
MOBILE HOME
PATIO

Parcel Information

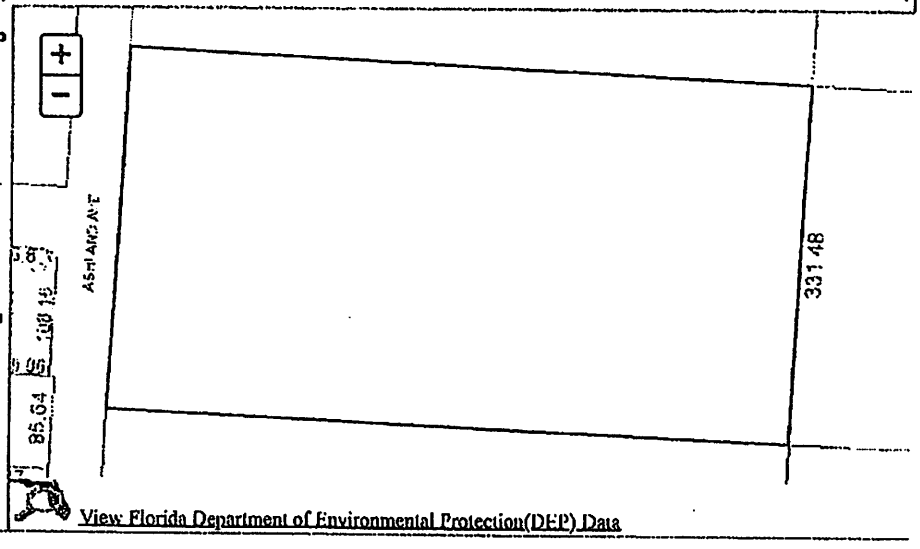
Launch Interactive Map

Section Map Id:
10-1S-30-2

Approx. Acreage:
4.8100

Zoned:
MDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

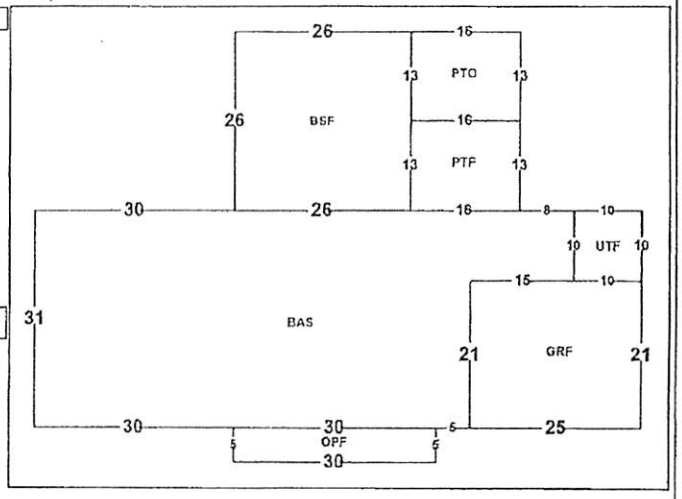
Address:8662 ASHLAND AVE, Year Built: 1977, Effective Year: 1977

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PANEL-PLYWOOD*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 4032 Total SF

BASE AREA - *2165*
BASE SEMI FIN - *676*
GARAGE FIN - *525*
OPEN PORCH FIN - *150*
PATIO - *208*
PATIO FINISHED - *208*
UTILITY FIN - *100*



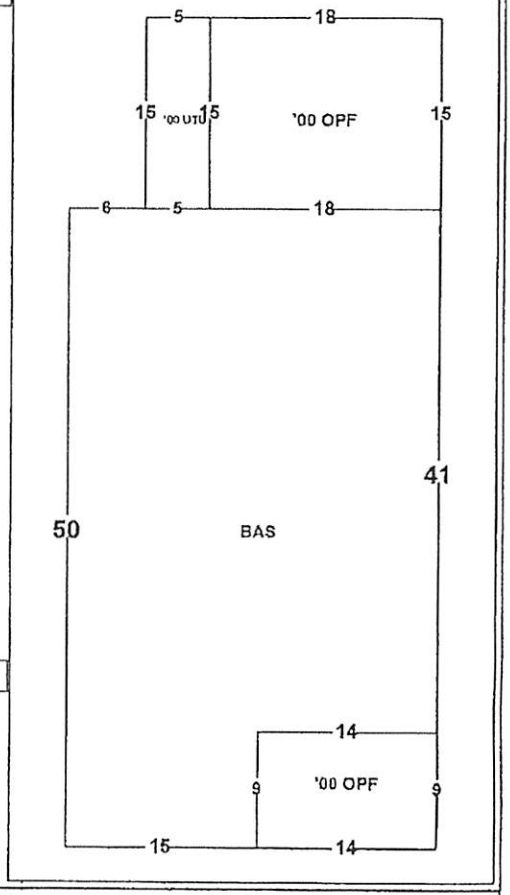
Year Built: 1938, Effective Year: 1938

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1795 Total SF

BASE AREA - *1324*
OPEN PORCH FIN - *396*
UTILITY UNF - *75*



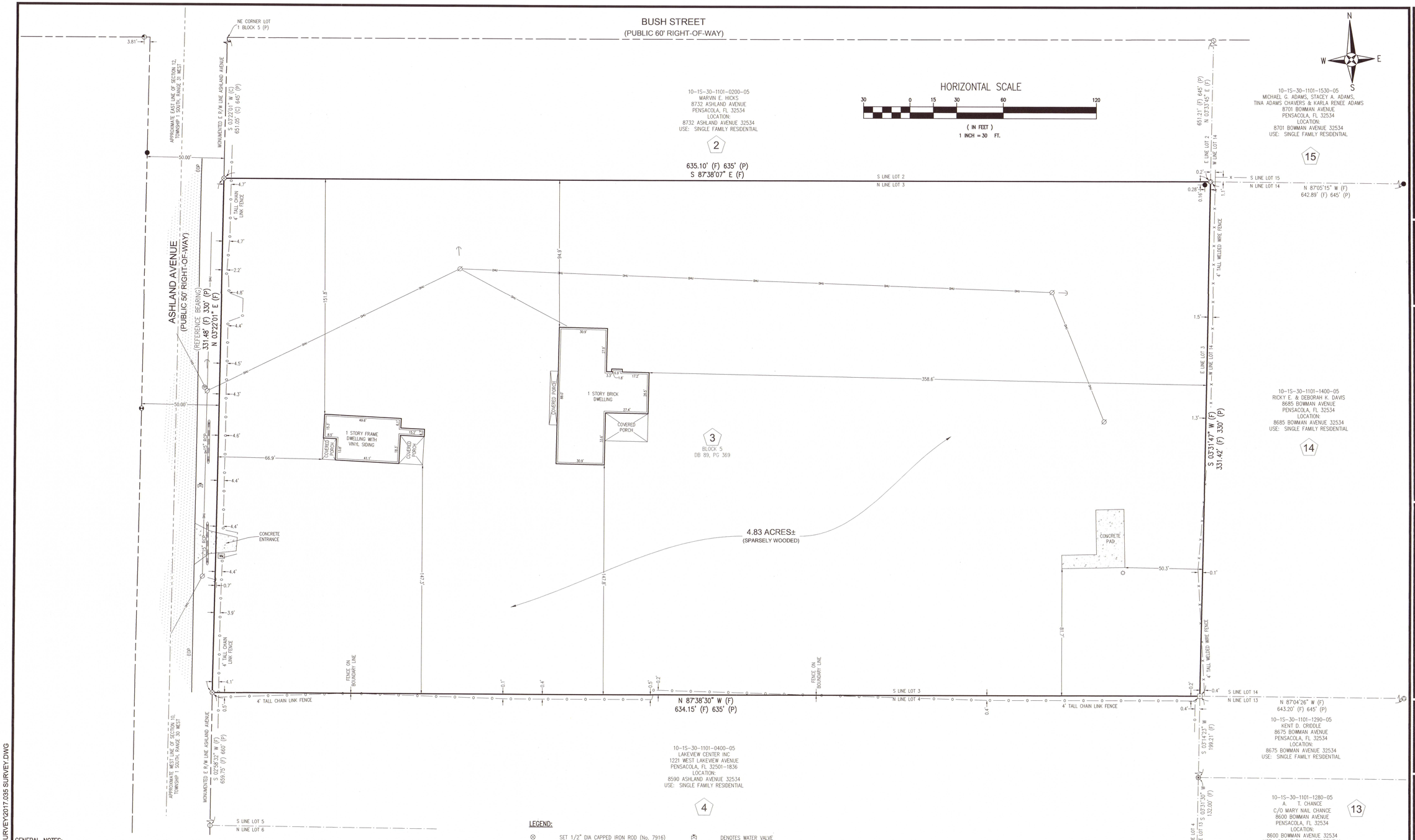
Images



1/31/18



1/31/18



GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) HAVING A BEARING OF NORTH 03°22'01" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF ASHLAND AVENUE, AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; COPY OF SUBDIVISION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, PLATTED BY NATIONAL LAND-SALES CO. (DEED BOOK 89, PAGE 369); DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0295G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

LEGEND:

⊗	SET 1/2" DIA CAPPED IRON ROD (No. 7916)	WV	DENOTES WATER VALVE
●	FOUND 1/2" DIA CAPPED IRON ROD (No. 7916)	←	DENOTES GUY WIRE ANCHOR
◕	FOUND 1/2" DIA CAPPED IRON ROD (No. 3724)	TP	DENOTES TELEPHONE PEDESTAL
●	FOUND 1/2" DIA CAPPED IRON ROD (No. 6499)	3	DENOTES LOT NUMBER
◔	FOUND 1/2" DIA CAPPED IRON ROD (No. 6873)	(C)	DENOTES CALCULATED PER PLAT
◎	FOUND 1/2" DIA CAPPED IRON ROD (No. 7174)	DB	DENOTES DEED BOOK
⊙	FOUND 1/2" DIA CAPPED IRON ROD (No. 7612)	DIA	DENOTES DIAMETER
⊛	FOUND 1/2" DIA IRON ROD (UNNUMBERED)	EOP	DENOTES EDGE OF PAVEMENT
⊡	FOUND 4"x4" CONCRETE MONUMENT	(F)	DENOTES FIELD INFORMATION
ϟ	DENOTES LINE SHOWN NOT TO SCALE	±	DENOTES MORE OR LESS
∅	DENOTES WOOD UTILITY POLE	No.	DENOTES NUMBER
☼	DENOTES LIGHT POLE	(P)	DENOTES PLAT INFORMATION
o———	DENOTES CHAIN LINK FENCE	PB	DENOTES PLAT BOOK
×——×	DENOTES WELDED WIRE FENCE	PG	DENOTES PAGE
OHU	DENOTES OVERHEAD UTILITIES	RCP	DENOTES REINFORCED CONCRETE PIPE
WM	DENOTES WATER METER	R/W	DENOTES RIGHT-OF-WAY

DESCRIPTION:

(OFFICIAL RECORDS BOOK 7805, PAGE 335)

LT 3 BLOCK 5, NATIONAL LAND SALES COMPANY SUBDIVISION OF SECTION 10, TOWNSHIP 1 SOUTH RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT AND PORTION DESCRIBED IN DEED BOOK 563 PAGE 65 FOR COUNTY RIGHT OF WAY.

NOTE:

IT IS THE OPINION OF THE UNDERSIGNED THAT THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 7805 AT PAGE 335 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA HAS AN APPARENT SCRIVENERS ERROR IN LINE 2 OF THE DESCRIPTION. THE CURRENT DESCRIPTION STATES "LESS AND EXCEPT AND PORTION" THE DESCRIPTION SHOULD STATE "LESS AND EXCEPT THAT PORTION".

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris 12/18/18

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0000695/7 LB 7916

ASHLAND TOWNHOMES
8662 ASHLAND AVENUE

A PORTION OF SECTION: 10 TOWNSHIP: 1 SOUTH RANGE: 30 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO. 2017.035
DRAWN BY: DFS
CHK'D BY: MAN
SCALE: 1" = 30'
F.B.: 17-06, 17-10, 17-11
PG.: 1-3; 69-70; 83-84
DATE: 04/04/2018

BOUNDARY SURVEY

PREPARED FOR: MR. JAMES HOMYAK
REQUESTED BY: MR. JAMES HOMYAK

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2017\2017.035 - ASHLAND TOWNHOMES\SURVEY\2017.035 SURVEY.DWG

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: R LZ-2019 3 OR

Regular Planning Board Meeting

Agenda Item Number/Description: Z-2019-03

X In Favor _____ Against

*Name: Kenny Anne Schultz Attorney

*Address: 3869 Paradise Bay Dr. *City, State, Zip: _____

Email Address: KAschultz@Fountainlaw.com Phone: 8509393535

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-03

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

____ In Favor _____ Against

*Name: JAMES D Honyak

*Address: 366 Ft Pickens RD *City, State, Zip: Pen Beach FL 32561

Email Address: jimopenhaddleg@lf.com Phone: 850-393-0893

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/5/2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2019-03 **Agenda Item Number/Description:**

did not speak

_____ In Favor ✓ Against

*Name: Gail & Alvin Manning

*Address: 8363 Ashton Lane *City, State, Zip: Pensacola, FL 32534

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15712 **Growth Management Report 14. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/07/2019
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on February 5, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2019-02 and Z-2019-03 were heard by the Planning Board on February 5, 2019. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2019-02**
Address:	12960 Lillian Highway and 12400 BLK Lillian Highway
Property Reference No.:	02-2S-32-1001-030-010 & 02-2S-32-1001-043-010
Property Size:	0.17 and 0.11 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Case No.:	**Z-2019-03**
Address:	8662 Ashland Avenue
Property Reference No.:	10-1S-30-1101-030-005
Property Size:	4.76 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

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 said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15713 **Growth Management Report 14. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/07/2019
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC, Chapters 2 and 4 Regarding Accessory Structures on Pensacola Beach
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 2 and 4 Regarding Accessory Structures on Pensacola Beach

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 2 and 4, to clarify general variance provisions and the regulation of accessory structures, especially those on Pensacola Beach and as may be directed by the Santa Rosa Island Authority.

BACKGROUND:
The Santa Rosa Island Authority recognized that its established review responsibilities and practices regarding accessory structures on Pensacola Beach were only described by the LDC for residential uses, and not accurately described within either the code's variance provisions or its supplemental use regulations. In the resolution of these deficiencies, the general application of variances to eligible development standards is clarified and appropriate modifications are made to the supplemental use regulations that govern accessory uses and structures.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance amending the LDC will be filed with the Department of State following adoption by the BCC.

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

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

Attachments

Draft Ordinance
Clean Ordinance

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 6, SPECIAL CONDITIONS AND CIRCUMSTANCES, SECTION 2-6.3, VARIANCE OF LDC STANDARDS, TO CLARIFY THE GENERAL APPLICATION OF VARIANCES TO ELIGIBLE DEVELOPMENT STANDARDS AND TO REMOVE THE SANTA ROSA ISLAND AUTHORITY VARIANCE PROVISION REGARDING APPROVAL OF THE LOCATION OF SWIMMING POOLS ON SANTA ROSA ISLAND FOR REPLACEMENT IN CHAPTER 4; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, AMENDING SECTION 4-7.3, ACCESSORY USES AND STRUCTURES, TO REMOVE REFERENCE TO FAMILY DAY CARE HOMES AND FAMILY FOSTER HOMES AS ACCESSORY USES AND TO ADDRESS ACCESSORY STRUCTURES ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners has, within the Land Development Code of Escambia County, established regulations for logical and orderly land development in support of public health, safety and general welfare; and

WHEREAS, the Board, as authorized by a Special Act of the Legislature of the State of Florida, has delegated certain authority to the Santa Rosa Island Authority for the stewardship of Pensacola Beach, including the review of development thereon; and

WHEREAS, the Board finds that revisions to those provisions of the Land Development Code regarding clarification of the County's general variance provisions and regulation of accessory structures on Pensacola Beach will aid Escambia County and the Santa Rosa Island Authority in promoting the logical and orderly development of beach lands and of the County;

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

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Development and Compliance Review, Article 6, Special Conditions and Circumstances, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 6 Special Conditions and Circumstances

Sec. 2-6.3 Variance of LDC standards

(a) General. ~~An applicant may request a variance to specified provisions of the LDC.~~ The variance process considers whether there are deficiencies in real property that create hardships which limit or prevent development in compliance with LDC standards. Variances provide relief by allowing adjustments in eligible development standards to permit the reasonable use of land, mitigate limited site-specific conditions, and avoid undue hardship. A variance authorizes site use in a manner that is not otherwise allowed by the dimensional or physical requirements of the LDC~~, but~~. However, a variance cannot authorize ~~uses~~ any use that ~~are~~ is prohibited by the applicable zoning district or remedy any general hardship conditions that may extend to other ~~sites~~ properties. No applicant is automatically entitled to a variance.

(b) Limits on variances. Minor variances of 20% or less that are of mutual benefit to the public and the applicant are evaluated and may be approved by the Planning Official. All other variances shall be evaluated as substantial hardships through quasi-judicial public hearing review by the Board of Adjustment (BOA), or by the SRIA for Pensacola Beach properties.

~~Limits on variances.~~ Variances are available and may be granted only for the LDC standards that specifically provide the option, and only as allowed by the provisions of the LDC. No variances are available to any provisions of chapters 1, 2, or 6. Additionally, variances cannot be granted to any provisions that establish the allowable uses or densities in a zoning district or to any conditions of approval imposed by an approving authority.

~~Design and construction of swimming pools at Pensacola beach must take into consideration the existing environmental conditions on a barrier island location. Swimming pools to be constructed outside of established building setback lines must be approved by the SRIA Board only, without the need for further action by the BOA.~~

(~~b~~c) General variance conditions. All variances shall satisfy the following conditions:

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

(2) The special conditions and circumstances do not result from the actions of the applicant.

(3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

(4) Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and would create an unnecessary and undue hardship on the applicant.

(5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

(6) The granting of the variance will be consistent with the general intent and purpose of the Land Development Code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

(~~c~~d) Substantial hardship variance provisions. An applicant may request a substantial hardship variance providing limited relief for a hardship arising from conditions peculiar to a specific property. The process to approve a substantial hardship variance is established here for the BOA and SRIA to consider whether there is a deficiency in real property that creates a substantial undue hardship for the property owner by preventing development of the property in compliance with a LDC standard and whether a requested adjustment in the standard should compensate for that deficiency.

(1) Application. An application for substantial hardship variance approval shall be submitted for compliance review to the clerk of the reviewing board within the deadline stated in the application. A pre-application meeting with staff is recommended.

(2) Public participation. Prior to any hearing to consider a substantial hardship variance, the clerk of the reviewing board shall provide adequate public notice.

a. Publication. At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

b. Site sign. At least 15 days prior to the hearing, a sign no smaller than 24 inches by 48 inches shall be prominently posted on, or as near as practicable to, the subject property and shall be clearly readable from the nearest public right-of-way.

c. Notification. At least 15 days prior to the hearing, notification shall be sent via U.S. mail to the address registered with the property appraiser for each owner of real property with any portion of the property located adjacent to the subject property. The cost of the mailing is to be borne by the applicant.

(3) Compliance review. The BOA or SRIA shall conduct a quasi-judicial public hearing as noticed to consider the requested substantial hardship variance according to the provisions of this article. The applicant must establish the presence of the following:

a. Exceptional conditions. There are exceptional conditions or circumstances that are unique to the land in question, not ordinarily found on other lands in the vicinity and not a result of the owner's intentional action. Unique conditions or circumstances include exceptional narrowness, shallowness,

shape, or topographic conditions of the land or the presence of environmentally sensitive lands in or around the land.

b. Substantial hardship. Under the unique land conditions or circumstances prompting the variance request, the strict application of LDC standards causes an exceptional practical difficulty or undue physical hardship to the owner that effectively prohibits a permissible principal use or denies rights and privileges legally enjoyed by owners of other properties in the vicinity or within the same zoning district.

(4) Final determination.

a. Action of board. If the reviewing board finds from the established record of the hearing that there is a compelling demonstration by the applicant of competent substantial evidence proving the required conditions, the board shall grant a variance. However, a variance may only be granted to the extent supported by the evidence presented.

b. Period of valid approval. If not otherwise reduced as a condition of approval, a variance is valid for two years from the date of approval. If within that period the variance is not part of an approved site development application or one continuing in good faith as determined by the Planning Official and no application for its extension has been submitted according to the provisions of this article, the variance approval expires and is void. Once the variance is part of an approved site development plan, however, the variance will remain valid through the approved plan.

c. Other conditions of approval. In granting a variance, the reviewing board shall have the authority to attach any conditions directly related to the variance as the board may find necessary for satisfaction of the variance conditions and preservation of the intent of the subject standard.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations

Sec. 4-7.3 Accessory uses and structures

(a) General conditions. Accessory uses and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.

(1) Subordinate. An accessory use shall be subordinate in extent and purpose to the principal use and not simply a different, alternative or additional use. Multiple uses on a parcel may each be classified as a principal use, so the determination of subordinate uses shall, at a minimum, consider the following:

a. Area. The area devoted to the use in relation to the principal use. However, the fact that a use occupies less area does not necessarily make the use accessory.

b. Time. The time devoted to the use in relation to the principal use. For example, a seasonal activity may be accessory in relation to a year-round primary use, but a year-round use would not be subordinate to a seasonal primary use.

c. Intensity. The relative intensity of the use and the resulting impacts on the land and neighboring properties.

d. Employees. The number of employees assigned to a use. However, an accessory use need not always have fewer employees than the principal use.

(2) Customarily incidental. An accessory use shall be customarily incidental to the principal use, having commonly, habitually, and by long practice been established as reasonably associated with that use. A rare association of uses does not qualify as customary, but the uses need not be joined in a majority of the instances of the principal use. Additionally, an incidental use must have a reasonable relationship to the principal use, being clearly associated, attendant or connected. A use is customarily incidental when it is so necessary or so commonly to be expected in connection with the principal use that it cannot be reasonably supposed that the LDC intended to prevent it.

(3) Establishment. Unless otherwise specifically allowed by the provisions of the LDC, accessory uses and structures may only be established concurrently with or following the lawful establishment of a validating principal use or structure.

(4) Location. An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:

a. Large residential lots. Accessory structures, including an accessory dwelling unit, on a lot ten acres in size or larger may be located within the front yard of the principal dwelling if the structures are at least 60 feet from the front lot line.

b. Waterfront lots. Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).

c. Signs and fences. Signs and fences as accessory structures may be located within a front yard if in compliance with the sign and fence standards prescribed in Chapter 5.

d. Fuel pumps. Pumps and pump islands for retail fuel sales may be located within the front yard of a conforming non-residential use if the pumps and islands are at least 20 feet from any street right-of-way.

e. Sewage systems. The underground components of an on-site sewage treatment and disposal system (e.g., septic tank and drain field) may be

located within a front yard as necessary to obtain sufficient open space if the components are at least five feet from any lot line.

f. Deposit boxes. Deposit boxes for the donation of used items to charitable organizations may be located within the front yard of a conforming non-residential use if the total area coverage by the boxes is limited to 100 square feet and they are placed in compliance with the sight visibility and sign standards prescribed in Chapter 5.

g. Automated vending. Automated vending structures may be located within the front yard of a conforming non-residential use if the vending structures are at least 20 feet from any street right-of-way and in compliance with the sight visibility and sign standards prescribed in Chapter 5. Such structures shall also be freestanding, self-contained, and unattended; have separately metered utilities; and be limited to on-demand self-service commercial activities such as the retail sale of ice or the provision of banking services.

(5) Size in relation to single-family dwellings. Structures accessory to a single-family dwelling, including accessory dwelling units, are subject to the following size limits, excluding accessory structures on farms or within agricultural zoning:

a. Less than two acres. On lots smaller than two acres, no individual accessory structure may exceed 50 percent of the gross floor area of the principal dwelling.

b. Two to five acres. On lots two acres to five acres, no individual accessory structure may exceed 75 percent of the size of the gross floor area.

c. Greater than five acres. On lots larger than five acres, no individual accessory structure may exceed the size of the principal dwelling.

Structures larger than the limits established here shall require variance approval from the BOA.

~~**(6) Structures on Pensacola Beach.** Residential accessory structures on Pensacola Beach, except for signs and fences, require approval of the SRIA Board. Such private structures include garages, storage buildings, playhouses, swimming pools, cabanas, uncovered decks, and screened enclosures. Approval of these accessory structures is entirely at the discretion of the SRIA and shall require compliance with the following:~~

~~**a.** The design of the structure is compatible with the design of the residence.~~

~~**b.** If on a waterfront lot, the structure does not extend further seaward than residences on adjoining lots.~~

~~**c.** If the structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the residence, whichever height is less.~~

~~**d.** No variance to established structure setback lines is necessary.~~

~~**e.** No wall of the structure is closer than six feet to any wall of the residence, and no part of the structure is closer than four feet to any part of the residence.~~

~~**f.** If the structure includes a walkway cover between the residence and the structure, the cover is no more than six feet wide.~~

~~**g.** If the structure is a swimming pool or gazebo type structure, it does not extend seaward of the state's 1975 Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.~~

~~**h.** The structure complies with all other LDC and Florida Building Code requirements.~~

(b) Specific uses and structures.

(1) Accessory dwelling units. Accessory dwelling units are allowed on the lots of single-family dwellings, but a second dwelling unit on a lot is not subject to the limitations of accessory structures if the lot area and applicable zoning district would otherwise allow the additional dwelling. Accessory dwelling units shall comply with the following conditions:

a. The applicable zoning is a mainland district, but is not Industrial (Ind), Recreation (Rec), Conservation (Con), or Public (Pub).

b. The principal dwelling and accessory dwelling unit are the only dwellings on the lot and the lot provides the minimum area required by the applicable zoning.

c. The resulting residential density on the lot may exceed the gross density limit of the applicable zoning, but complies with all other applicable density limits (e.g., airfield environs).

d. The form of accessory dwelling (e.g., manufactured home) is an allowed use of the applicable zoning.

e. The accessory dwelling complies with the setbacks applicable to the principal dwelling unless otherwise allowed by the LDC.

(2) Carports. All carports, attached or detached, are allowed as accessory structures regardless of their construction material, but shall comply with the following conditions:

a. The structure setbacks of the applicable zoning district are not exceeded, except that a carport may encroach into the required front yard provided it is not less than ten feet from the front property line.

b. The carport is not prohibited by private deed restrictions.

c. Minor site development approval is obtained for the structure and it complies with applicable building codes.

d. A building permit is obtained for the structure unless it is a portable carport covering less than 400 square feet.

e. The structure is not attached to a mobile home.

(3) Chickens and single-family dwellings The ownership, possession, and raising of live chickens (*Gallus gallus domesticus*) is an allowed accessory use for any single-family dwelling principal use, except on Perdido Key and Santa Rosa Island, regardless of any prohibition of farm animals or minimum lot area for farm animals established by the applicable zoning district. However, such keeping of chickens shall comply with the following standards:

a. Limit by lot area. No more than eight chickens shall be kept on any lot that is one quarter acre or less in size.

b. Roosters. No rooster shall be kept less than 100 yards from any inhabited residence other than the dwelling of the person keeping the rooster.

c. Security. Chickens may roam freely in the fenced rear yard of the principal dwelling from sunrise to sunset. During all other times the chickens shall be kept in secure coops, pens or enclosures that prevent access by predators.

d. Enclosure setbacks. All chicken pens, coops, or enclosures shall be a minimum of 10 feet from rear and side property lines, and a minimum of 20 feet from any residence located on an adjacent lot.

(4) Columbaria. Columbaria are allowed as accessory uses to places of worship.

(5) Docks and piers. As an exception to the establishment of a principal use or structure for any accessory use or structure, docks and piers may be permitted as accessory structures on lots exclusively for single-family dwellings regardless of the establishment of any dwellings on the lots.

(6) Dog-friendly outdoor dining areas. Chapter 509, Florida Statutes, as amended, authorizes a local exemption to certain regulations adopted by the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, for the option of restaurants and other public food service establishments to offer dog-friendly outdoor dining areas. As further provided in this part, those establishments as defined by the state and licensed by the division may allow patrons' dogs within designated outdoor portions of the establishments as an accessory use to the food service. These provisions do not limit the areas of use by dogs as service animals for disabled persons or by dogs in th**e service of law enforcement agencies.**

a. Permit required. Prior to allowing patron's dogs on their premises, all public food service establishments, new or existing, shall obtain a permit for the accessory use from the county through the site plan review process prescribed in Article 4 of Chapter 2. In addition to information required by adopted site plan application procedures, the applicant shall provide the following:

1. Name, location, and mailing address of the public food service establishment.

2. Name, mailing address, and telephone contact information of the permit applicant.

3. Accurately labeled, dimensioned, and scaled diagram of the outdoor area to be designated as available to patrons' dogs. The area shall be shown in relation to the establishment's property boundary, remaining unavailable area, and any sidewalks or other public ways within or adjoining the site. The diagram shall also depict any quantity and placement of tables, chairs, and restaurant equipment within the designated area for patrons' dogs, all entries and exits to that area, any existing or proposed fences or barriers, and locations of site signs proposed for the required posting of rules.

4. Days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

5. Division-issued license number of the applying public food service establishment.

6. Scaled representations of the site signs proposed for the required posting of rules.

b. **Design and operation**. To protect the health, safety, and general welfare of the public, all public food service establishments authorized by this local exemption shall instruct employees in appropriate health and safety practices and include the following in their design and operation of outdoor areas provided for patron's dogs:

1. **Hand sanitizer**. Waterless hand sanitizer shall be provided at all tables within the designated areas.

2. **Surface cleaning**. Between the seating of patrons all table and chair surfaces shall be cleaned and sanitized with a division - approved product and all spilled food and drink shall be removed from the floor or ground.

3. **Waste cleanup**. Accidents involving dog waste shall be cleaned immediately and the area sanitized with a division-approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

4. **Limited travel**. Except for dogs as service animals for disabled persons or dogs in the service of law enforcement agencies, no dogs shall be permitted to travel through indoor or non-designated outdoor portions of the establishment. Accordingly, ingress and egress to the designated outdoor portions of the establishment must not require entrance into or passage through other areas of the establishment.

5. **Area signage**. One or more signs notifying the public that a designated outdoor area is available for the use of patrons and patrons' dogs shall be conspicuously posted on the premises of the establishment. Additionally, one or more signs at each entrance to the designated outdoor area shall

remind employees and patrons of the following statute-based rules of use of the area:

i. All employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees are prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

ii. All patrons in the designated outdoor areas should wash their hands before eating.

iii. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

iv. Patrons shall keep their dogs on leashes at all times and shall keep their dogs under direct control.

v. Dogs are not allowed on chairs, tables, or other furnishings.

vi. Except for dogs used as service animals for disabled persons or dogs in the service of law enforcement agencies, dogs are not permitted to travel through indoor or non-designated outdoor portions of the establishment.

c. Owner obligations. Any current or subsequent owner of a public food service establishment approved through these provisions to allow patrons' dogs within designated outdoor portions of the establishment is obligated by the approval to maintain all site conditions and elements as approved for all times the patrons' dogs are allowed within those designated areas.

d. Enforcement. The regulations of this part shall be enforced by county code enforcement officers as authorized pursuant to Chapter 30, Code Enforcement, Part I, Escambia County Code of Ordinances. Any party or parties in violation of these regulations shall be subject to notices of violation, citations, and civil penalties as prescribed in Chapter 30.

e. State and local cooperation. The county shall monitor permit compliance in cooperation with the Division of Hotels and Restaurants through the following:

1. Planning Official. The Planning Official shall, on no less than an annual basis, provide the division with a copy of all county-approved applications and issued permits for dog-friendly dining. The appropriate division-issued license numbers of the respective public food service establishments shall be on all documents provided.

2. Code enforcement. County Code Enforcement shall, on no less than an annual basis, report citizen complaints related to these dog-friendly dining provisions and the enforcement responses made to such complaints. The report shall include the division-issued license numbers of the respective

public food service establishments and may be submitted in coordination with the applications report of the Planning Official.

~~**(7) Family day care or foster homes.** A family day care home or family foster home is allowed as an accessory use wherever the host dwelling unit is allowed unless prohibited by the applicable zoning district.~~

(8<u>7</u>) Home occupations and home-based businesses. Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as accessory uses to the residential uses. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:

a. Licenses. All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.

b. Exterior evidence. For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage or display associated with the occupation or business. Signs are limited for both uses as prescribed by the outdoor sign provisions in Article 8 of Chapter 5.

c. Off-site impacts. Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.

d. Structural alterations. No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.

e. Employees. Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.

f. Customers. No customers shall visit the house and there shall not be any additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.

g. Motor vehicles. The manufacture or repair of motor vehicles or other transportation equipment is prohibited.

(8) Pensacola Beach structures. All accessory structures on Pensacola Beach require approval of the SRIA Board, except signs, fences, swimming pools within principal structure setbacks, and decks on grade (max. 12 inches above finished grade). Those structures requiring approval include detached garages, storage buildings, playhouses, swimming pools outside of structure setbacks, cabanas, gazebos, detached elevated decks, and screened enclosures. Approval is entirely at the discretion of the SRIA, but any approved accessory structure shall comply with the following:

a. Compatible design. The design of the accessory structure is compatible with the design of the principal structure.

b. Waterfront location. Other than a state-approved dune walkover, if the accessory structure is on a waterfront lot, it does not extend further seaward than principal structures on adjoining lots. Additionally, if the lot fronts the Gulf of Mexico, the structure does not extend seaward of the state's 1975 Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.

c. No variance. No variance to established structure setback lines is requested or necessary.

d. Structure separation. No wall of the accessory structure is closer than six feet to any wall of the principal structure, and no part of the accessory structure is closer than four feet to any part of the principal structure.

e. Elevated decks. If the accessory structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the principal structure, whichever height is less.

f. Walkway covers. If the accessory structure includes a walkway cover between it and the principal structure, the cover is no more than six feet wide.

g. Swimming pools. If the accessory structure is a swimming pool, it is designed and constructed in consideration of barrier island environmental conditions and complies with the following conditions:

1. Hold harmless. The property leaseholder executes a Hold Harmless Agreement with the SRIA prior to approval.

2. Outside of setbacks. Any request to construct the swimming pool outside of the building setback lines of the applicable zoning district, although not subject to a variance approval, is approved as prescribed by adopted SRIA procedures, including a requirement of no objections from adjoining property leaseholders.

3. Hardscape setbacks. No swimming pool hardscape is closer than five feet to any side or rear property line.

h. Other requirements. The accessory structure complies with all other LDC and Florida Building Code requirements, and all applicable building permits are obtained from the county prior to commencement of construction.

(9) Small wind energy systems. For the purposes of this section, a small wind energy system is an accessory use consisting of a wind turbine, structural support, and associated control or conversion electronics design to supply some of the on-site electrical power demands of a home, farm, or small business. A small wind energy system is allowed only if constructed and operated in compliance with each of the following requirements:

a. System Height. The height of the system is the minimum necessary to reliably provide the required power.

b. Prohibited use. To protect the unique scenic view, the system is not installed within the Scenic Highway Overlay District.

c. Airport and military review. If the installation of the system or additional turbines is within the Pensacola International Airport Planning District (PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.

d. Setback. The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.

e. Appearance.

1. Design and Location. Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.

2. Signs. Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.

3. Lighting. System structures are not lighted except to the extent required by the Federal Aviation Administration or other applicable authority.

(10) Swimming pool enclosures. Screened enclosures for swimming pools may be erected no closer than five feet from the rear or side property line. No pool enclosure shall be allowed on any easement unless authorized by the grantee of the easement through an encroachment agreement.

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, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2018); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Lumon J. May, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, DEVELOPMENT AND COMPLIANCE REVIEW, ARTICLE 6, SPECIAL CONDITIONS AND CIRCUMSTANCES, SECTION 2-6.3, VARIANCE OF LDC STANDARDS, TO CLARIFY THE GENERAL APPLICATION OF VARIANCES TO ELIGIBLE DEVELOPMENT STANDARDS AND TO REMOVE THE SANTA ROSA ISLAND AUTHORITY VARIANCE PROVISION REGARDING APPROVAL OF THE LOCATION OF SWIMMING POOLS ON SANTA ROSA ISLAND FOR REPLACEMENT IN CHAPTER 4; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, AMENDING SECTION 4-7.3, ACCESSORY USES AND STRUCTURES, TO REMOVE REFERENCE TO FAMILY DAY CARE HOMES AND FAMILY FOSTER HOMES AS ACCESSORY USES AND TO ADDRESS ACCESSORY STRUCTURES ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners has, within the Land Development Code of Escambia County, established regulations for logical and orderly land development in support of public health, safety and general welfare; and

WHEREAS, the Board, as authorized by a Special Act of the Legislature of the State of Florida, has delegated certain authority to the Santa Rosa Island Authority for the stewardship of Pensacola Beach, including the review of development thereon; and

WHEREAS, the Board finds that revisions to those provisions of the Land Development Code regarding clarification of the County's general variance provisions and regulation of accessory structures on Pensacola Beach will aid Escambia County and the Santa Rosa Island Authority in promoting the logical and orderly development of beach lands and of the County;

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

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Development and Compliance Review, Article 6,

Special Conditions and Circumstances, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 6 Special Conditions and Circumstances

Sec. 2-6.3 Variance of LDC standards

(a) General. ~~An applicant may request a variance to specified provisions of the LDC.~~ The variance process considers whether there are deficiencies in real property that create hardships which limit or prevent development in compliance with LDC standards. Variances provide relief by allowing adjustments in eligible development standards to permit the reasonable use of land, mitigate limited site-specific conditions, and avoid undue hardship. A variance authorizes site use in a manner that is not otherwise allowed by the dimensional or physical requirements of the LDC~~, but~~. However, a variance cannot authorize ~~uses~~ any use that ~~are~~ is prohibited by the applicable zoning district or remedy any general hardship conditions that may extend to other ~~sites~~ properties. No applicant is automatically entitled to a variance.

(b) Limits on variances. Minor variances of 20% or less that are of mutual benefit to the public and the applicant are evaluated and may be approved by the Planning Official. All other variances shall be evaluated as substantial hardships through quasi-judicial public hearing review by the Board of Adjustment (BOA), or by the SRIA for Pensacola Beach properties.

~~Limits on variances.~~ Variances are available and may be granted only for the LDC standards that specifically provide the option, and only as allowed by the provisions of the LDC. No variances are available to any provisions of chapters 1, 2, or 6. Additionally, variances cannot be granted to any provisions that establish the allowable uses or densities in a zoning district or to any conditions of approval imposed by an approving authority.

~~Design and construction of swimming pools at Pensacola beach must take into consideration the existing environmental conditions on a barrier island location. Swimming pools to be constructed outside of established building setback lines must be approved by the SRIA Board only, without the need for further action by the BOA.~~

(~~b~~c) General variance conditions. All variances shall satisfy the following conditions:

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

(2) The special conditions and circumstances do not result from the actions of the applicant.

(3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

(4) Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and would create an unnecessary and undue hardship on the applicant.

(5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

(6) The granting of the variance will be consistent with the general intent and purpose of the Land Development Code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

(~~c~~d) Substantial hardship variance provisions. An applicant may request a substantial hardship variance providing limited relief for a hardship arising from conditions peculiar to a specific property. The process to approve a substantial hardship variance is established here for the BOA and SRIA to consider whether there is a deficiency in real property that creates a substantial undue hardship for the property owner by preventing development of the property in compliance with a LDC standard and whether a requested adjustment in the standard should compensate for that deficiency.

(1) Application. An application for substantial hardship variance approval shall be submitted for compliance review to the clerk of the reviewing board within the deadline stated in the application. A pre-application meeting with staff is recommended.

(2) Public participation. Prior to any hearing to consider a substantial hardship variance, the clerk of the reviewing board shall provide adequate public notice.

a. Publication. At least ten days prior to the hearing, notice shall be published in a newspaper of general circulation in Escambia County.

b. Site sign. At least 15 days prior to the hearing, a sign no smaller than 24 inches by 48 inches shall be prominently posted on, or as near as practicable to, the subject property and shall be clearly readable from the nearest public right-of-way.

c. Notification. At least 15 days prior to the hearing, notification shall be sent via U.S. mail to the address registered with the property appraiser for each owner of real property with any portion of the property located adjacent to the subject property. The cost of the mailing is to be borne by the applicant.

(3) Compliance review. The BOA or SRIA shall conduct a quasi-judicial public hearing as noticed to consider the requested substantial hardship variance according to the provisions of this article. The applicant must establish the presence of the following:

a. Exceptional conditions. There are exceptional conditions or circumstances that are unique to the land in question, not ordinarily found on other lands in the vicinity and not a result of the owner's intentional action. Unique conditions or circumstances include exceptional narrowness, shallowness, shape, or topographic conditions of the land or the presence of environmentally sensitive lands in or around the land.

b. Substantial hardship. Under the unique land conditions or circumstances prompting the variance request, the strict application of LDC standards causes an exceptional practical difficulty or undue physical hardship to the

owner that effectively prohibits a permissible principal use or denies rights and privileges legally enjoyed by owners of other properties in the vicinity or within the same zoning district.

(4) Final determination.

a. Action of board. If the reviewing board finds from the established record of the hearing that there is a compelling demonstration by the applicant of competent substantial evidence proving the required conditions, the board shall grant a variance. However, a variance may only be granted to the extent supported by the evidence presented.

b. Period of valid approval. If not otherwise reduced as a condition of approval, a variance is valid for two years from the date of approval. If within that period the variance is not part of an approved site development application or one continuing in good faith as determined by the Planning Official and no application for its extension has been submitted according to the provisions of this article, the variance approval expires and is void. Once the variance is part of an approved site development plan, however, the variance will remain valid through the approved plan.

c. Other conditions of approval. In granting a variance, the reviewing board shall have the authority to attach any conditions directly related to the variance as the board may find necessary for satisfaction of the variance conditions and preservation of the intent of the subject standard.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations

Sec. 4-7.3 Accessory uses and structures

(a) General conditions. Accessory uses and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.

(1) Subordinate. An accessory use shall be subordinate in extent and purpose to the principal use and not simply a different, alternative or additional use. Multiple uses on a parcel may each be classified as a principal use, so the determination of subordinate uses shall, at a minimum, consider the following:

a. Area. The area devoted to the use in relation to the principal use. However, the fact that a use occupies less area does not necessarily make the use accessory.

b. Time. The time devoted to the use in relation to the principal use. For example, a seasonal activity may be accessory in relation to a year-round primary use, but a year-round use would not be subordinate to a seasonal primary use.

c. **Intensity.** The relative intensity of the use and the resulting impacts on the land and neighboring properties.

d. **Employees.** The number of employees assigned to a use. However, an accessory use need not always have fewer employees than the principal use.

(2) Customarily incidental. An accessory use shall be customarily incidental to the principal use, having commonly, habitually, and by long practice been established as reasonably associated with that use. A rare association of uses does not qualify as customary, but the uses need not be joined in a majority of the instances of the principal use. Additionally, an incidental use must have a reasonable relationship to the principal use, being clearly associated, attendant or connected. A use is customarily incidental when it is so necessary or so commonly to be expected in connection with the principal use that it cannot be reasonably supposed that the LDC intended to prevent it.

(3) Establishment. Unless otherwise specifically allowed by the provisions of the LDC, accessory uses and structures may only be established concurrently with or following the lawful establishment of a validating principal use or structure.

(4) Location. An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:

a. Large residential lots. Accessory structures, including an accessory dwelling unit, on a lot ten acres in size or larger may be located within the front yard of the principal dwelling if the structures are at least 60 feet from the front lot line.

b. Waterfront lots. Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).

c. Signs and fences. Signs and fences as accessory structures may be located within a front yard if in compliance with the sign and fence standards prescribed in Chapter 5.

d. Fuel pumps. Pumps and pump islands for retail fuel sales may be located within the front yard of a conforming non-residential use if the pumps and islands are at least 20 feet from any street right-of-way.

e. Sewage systems. The underground components of an on-site sewage treatment and disposal system (e.g., septic tank and drain field) may be located within a front yard as necessary to obtain sufficient open space if the components are at least five feet from any lot line.

f. Deposit boxes. Deposit boxes for the donation of used items to charitable organizations may be located within the front yard of a conforming non-residential use if the total area coverage by the boxes is limited to 100 square feet and they are placed in compliance with the sight visibility and sign standards prescribed in Chapter 5.

g. Automated vending. Automated vending structures may be located within the front yard of a conforming non-residential use if the vending structures are at least 20 feet from any street right-of-way and in compliance with the sight visibility and sign standards prescribed in Chapter 5. Such structures shall also be freestanding, self-contained, and unattended; have separately metered utilities; and be limited to on-demand self-service commercial activities such as the retail sale of ice or the provision of banking services.

(5) Size in relation to single-family dwellings. Structures accessory to a single-family dwelling, including accessory dwelling units, are subject to the following size limits, excluding accessory structures on farms or within agricultural zoning:

a. Less than two acres. On lots smaller than two acres, no individual accessory structure may exceed 50 percent of the gross floor area of the principal dwelling.

b. Two to five acres. On lots two acres to five acres, no individual accessory structure may exceed 75 percent of the size of the gross floor area.

c. Greater than five acres. On lots larger than five acres, no individual accessory structure may exceed the size of the principal dwelling.

Structures larger than the limits established here shall require variance approval from the BOA.

~~**(6) Structures on Pensacola Beach.** Residential accessory structures on Pensacola Beach, except for signs and fences, require approval of the SRIA Board. Such private structures include garages, storage buildings, playhouses, swimming pools, cabanas, uncovered decks, and screened enclosures. Approval of these accessory structures is entirely at the discretion of the SRIA and shall require compliance with the following:~~

~~**a.** The design of the structure is compatible with the design of the residence.~~

~~**b.** If on a waterfront lot, the structure does not extend further seaward than residences on adjoining lots.~~

~~**c.** If the structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the residence, whichever height is less.~~

~~**d.** No variance to established structure setback lines is necessary.~~

~~**e.** No wall of the structure is closer than six feet to any wall of the residence, and no part of the structure is closer than four feet to any part of the residence.~~

~~**f.** If the structure includes a walkway cover between the residence and the structure, the cover is no more than six feet wide.~~

~~**g.** If the structure is a swimming pool or gazebo type structure, it does not extend seaward of the state's 1975 Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.~~

~~**h.** The structure complies with all other LDC and Florida Building Code requirements.~~

(b) Specific uses and structures.

(1) Accessory dwelling units. Accessory dwelling units are allowed on the lots of single-family dwellings, but a second dwelling unit on a lot is not subject to the limitations of accessory structures if the lot area and applicable zoning district would otherwise allow the additional dwelling. Accessory dwelling units shall comply with the following conditions:

a. The applicable zoning is a mainland district, but is not Industrial (Ind), Recreation (Rec), Conservation (Con), or Public (Pub).

b. The principal dwelling and accessory dwelling unit are the only dwellings on the lot and the lot provides the minimum area required by the applicable zoning.

c. The resulting residential density on the lot may exceed the gross density limit of the applicable zoning, but complies with all other applicable density limits (e.g., airfield environs).

d. The form of accessory dwelling (e.g., manufactured home) is an allowed use of the applicable zoning.

e. The accessory dwelling complies with the setbacks applicable to the principal dwelling unless otherwise allowed by the LDC.

(2) Carports. All carports, attached or detached, are allowed as accessory structures regardless of their construction material, but shall comply with the following conditions:

a. The structure setbacks of the applicable zoning district are not exceeded, except that a carport may encroach into the required front yard provided it is not less than ten feet from the front property line.

b. The carport is not prohibited by private deed restrictions.

c. Minor site development approval is obtained for the structure and it complies with applicable building codes.

d. A building permit is obtained for the structure unless it is a portable carport covering less than 400 square feet.

e. The structure is not attached to a mobile home.

(3) Chickens and single-family dwellings The ownership, possession, and raising of live chickens (*Gallus gallus domesticus*) is an allowed accessory use for any single-family dwelling principal use, except on Perdido Key and Santa Rosa Island, regardless of any prohibition of farm animals or minimum lot area for farm animals established by the applicable zoning district. However, such keeping of chickens shall comply with the following standards:

a. Limit by lot area. No more than eight chickens shall be kept on any lot that is one quarter acre or less in size.

b. **Roosters.** No rooster shall be kept less than 100 yards from any inhabited residence other than the dwelling of the person keeping the rooster.

c. **Security.** Chickens may roam freely in the fenced rear yard of the principal dwelling from sunrise to sunset. During all other times the chickens shall be kept in secure coops, pens or enclosures that prevent access by predators.

d. **Enclosure setbacks.** All chicken pens, coops, or enclosures shall be a minimum of 10 feet from rear and side property lines, and a minimum of 20 feet from any residence located on an adjacent lot.

(4) Columbaria. Columbaria are allowed as accessory uses to places of worship.

(5) Docks and piers. As an exception to the establishment of a principal use or structure for any accessory use or structure, docks and piers may be permitted as accessory structures on lots exclusively for single-family dwellings regardless of the establishment of any dwellings on the lots.

(6) Dog-friendly outdoor dining areas. Chapter 509, Florida Statutes, as amended, authorizes a local exemption to certain regulations adopted by the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, for the option of restaurants and other public food service establishments to offer dog-friendly outdoor dining areas. As further provided in this part, those establishments as defined by the state and licensed by the division may allow patrons' dogs within designated outdoor portions of the establishments as an accessory use to the food service. These provisions do not limit the areas of use by dogs as service animals for disabled persons or by dogs in th**e service of law enforcement agencies.**

a. **Permit required.** Prior to allowing patron's dogs on their premises, all public food service establishments, new or existing, shall obtain a permit for the accessory use from the county through the site plan review process prescribed in Article 4 of Chapter 2. In addition to information required by adopted site plan application procedures, the applicant shall provide the following:

1. Name, location, and mailing address of the public food service establishment.

2. Name, mailing address, and telephone contact information of the permit applicant.

3. Accurately labeled, dimensioned, and scaled diagram of the outdoor area to be designated as available to patrons' dogs. The area shall be shown in relation to the establishment's property boundary, remaining unavailable area, and any sidewalks or other public ways within or adjoining the site. The diagram shall also depict any quantity and placement of tables, chairs, and restaurant equipment within the designated area for patrons' dogs, all entries and exits to that area, any existing or proposed fences or barriers, and locations of site signs proposed for the required posting of rules.

4. Days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
5. Division-issued license number of the applying public food service establishment.
6. Scaled representations of the site signs proposed for the required posting of rules.

b. **Design and operation**. To protect the health, safety, and general welfare of the public, all public food service establishments authorized by this local exemption shall instruct employees in appropriate health and safety practices and include the following in their design and operation of outdoor areas provided for patron's dogs:

1. **Hand sanitizer**. Waterless hand sanitizer shall be provided at all tables within the designated areas.
2. **Surface cleaning**. Between the seating of patrons all table and chair surfaces shall be cleaned and sanitized with a division - approved product and all spilled food and drink shall be removed from the floor or ground.
3. **Waste cleanup**. Accidents involving dog waste shall be cleaned immediately and the area sanitized with a division-approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
4. **Limited travel**. Except for dogs as service animals for disabled persons or dogs in the service of law enforcement agencies, no dogs shall be permitted to travel through indoor or non-designated outdoor portions of the establishment. Accordingly, ingress and egress to the designated outdoor portions of the establishment must not require entrance into or passage through other areas of the establishment.
5. **Area signage**. One or more signs notifying the public that a designated outdoor area is available for the use of patrons and patrons' dogs shall be conspicuously posted on the premises of the establishment. Additionally, one or more signs at each entrance to the designated outdoor area shall remind employees and patrons of the following statute-based rules of use of the area:

i. All employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees are prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

ii. All patrons in the designated outdoor areas should wash their hands before eating.

iii. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

iv. Patrons shall keep their dogs on leashes at all times and shall keep their dogs under direct control.

v. Dogs are not allowed on chairs, tables, or other furnishings.

vi. Except for dogs used as service animals for disabled persons or dogs in the service of law enforcement agencies, dogs are not permitted to travel through indoor or non-designated outdoor portions of the establishment.

c. Owner obligations. Any current or subsequent owner of a public food service establishment approved through these provisions to allow patrons' dogs within designated outdoor portions of the establishment is obligated by the approval to maintain all site conditions and elements as approved for all times the patrons' dogs are allowed within those designated areas.

d. Enforcement. The regulations of this part shall be enforced by county code enforcement officers as authorized pursuant to Chapter 30, Code Enforcement, Part I, Escambia County Code of Ordinances. Any party or parties in violation of these regulations shall be subject to notices of violation, citations, and civil penalties as prescribed in Chapter 30.

e. State and local cooperation. The county shall monitor permit compliance in cooperation with the Division of Hotels and Restaurants through the following:

1. Planning Official. The Planning Official shall, on no less than an annual basis, provide the division with a copy of all county-approved applications and issued permits for dog-friendly dining. The appropriate division-issued license numbers of the respective public food service establishments shall be on all documents provided.

2. Code enforcement. County Code Enforcement shall, on no less than an annual basis, report citizen complaints related to these dog-friendly dining provisions and the enforcement responses made to such complaints. The report shall include the division-issued license numbers of the respective public food service establishments and may be submitted in coordination with the applications report of the Planning Official.

~~**(7) Family day care or foster homes.** A family day care home or family foster home is allowed as an accessory use wherever the host dwelling unit is allowed unless prohibited by the applicable zoning district.~~

(~~8~~7) Home occupations and home-based businesses. Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as accessory uses to the residential uses. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:

a. **Licenses.** All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.

b. **Exterior evidence.** For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage or display associated with the occupation or business. Signs are limited for both uses as prescribed by the outdoor sign provisions in Article 8 of Chapter 5.

c. **Off-site impacts.** Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.

d. **Structural alterations.** No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.

e. **Employees.** Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.

f. **Customers.** No customers shall visit the house and there shall not be any additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.

g. **Motor vehicles.** The manufacture or repair of motor vehicles or other transportation equipment is prohibited.

(8) Pensacola Beach structures. All accessory structures on Pensacola Beach require approval of the SRIA Board, except signs, fences, swimming pools within principal structure setbacks, and decks on grade (max. 12 inches above finished grade). Those structures requiring approval include detached garages, storage buildings, playhouses, swimming pools outside of structure setbacks, cabanas, gazebos, detached elevated decks, and screened enclosures. Approval is entirely at the discretion of the SRIA, but any approved accessory structure shall comply with the following:

a. **Compatible design.** The design of the accessory structure is compatible with the design of the principal structure.

b. **Waterfront location.** Other than a state-approved dune walkover, if the accessory structure is on a waterfront lot, it does not extend further seaward than principal structures on adjoining lots. Additionally, if the lot fronts the Gulf of Mexico, the structure does not extend seaward of the state's 1975

Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.

c. **No variance.** No variance to established structure setback lines is requested or necessary.

d. **Structure separation.** No wall of the accessory structure is closer than six feet to any wall of the principal structure, and no part of the accessory structure is closer than four feet to any part of the principal structure.

e. **Elevated decks.** If the accessory structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the principal structure, whichever height is less.

f. **Walkway covers.** If the accessory structure includes a walkway cover between it and the principal structure, the cover is no more than six feet wide.

g. **Swimming pools.** If the accessory structure is a swimming pool, it is designed and constructed in consideration of barrier island environmental conditions and complies with the following conditions:

1. **Hold harmless.** The property leaseholder executes a Hold Harmless Agreement with the SRIA prior to approval.

2. **Outside of setbacks.** Any request to construct the swimming pool outside of the building setback lines of the applicable zoning district, although not subject to a variance approval, is approved as prescribed by adopted SRIA procedures, including a requirement of no objections from adjoining property leaseholders.

3. **Hardscape setbacks.** No swimming pool hardscape is closer than five feet to any side or rear property line.

h. **Other requirements.** The accessory structure complies with all other LDC and Florida Building Code requirements, and all applicable building permits are obtained from the county prior to commencement of construction.

(9) Small wind energy systems. For the purposes of this section, a small wind energy system is an accessory use consisting of a wind turbine, structural support, and associated control or conversion electronics design to supply some of the on-site electrical power demands of a home, farm, or small business. A small wind energy system is allowed only if constructed and operated in compliance with each of the following requirements:

a. **System Height.** The height of the system is the minimum necessary to reliably provide the required power.

b. **Prohibited use.** To protect the unique scenic view, the system is not installed within the Scenic Highway Overlay District.

c. **Airport and military review.** If the installation of the system or additional turbines is within the Pensacola International Airport Planning District (PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective

airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.

d. Setback. The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.

e. Appearance.

1. **Design and Location.** Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.
2. **Signs.** Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.
3. **Lighting.** System structures are not lighted except to the extent required by the Federal Aviation Administration or other applicable authority.

(10) Swimming pool enclosures. Screened enclosures for swimming pools may be erected no closer than five feet from the rear or side property line. No pool enclosure shall be allowed on any easement unless authorized by the grantee of the easement through an encroachment agreement.

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, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2018); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Lumon J. May, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15751 **Growth Management Report 14. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/07/2019
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapters 3 and 4 of the LDC to Address Temporary Sales of Automobiles

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, Heavy Commercial & Light Industrial (HC/LI), and Chapter 4, Article 7, Section 4-7.13, Temporary Uses and structures, to address temporary sales of automobiles as a permitted use in HC/LI. The Planning Board recommended denial of this Ordinance.

This hearing serves as the second of two public hearings.

BACKGROUND:
The Board of County Commissioners has determined it to be in the best interest of the public to develop an ordinance prohibiting the selling of vehicles in areas not appropriately zoned, and without the necessary licenses or an established place of business.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Pop up tent sales Ordinance

Date: 12-14-18

Date requested back by: 12-18-2018

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 12/20/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

See attached -

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ARTICLE 2, SECTION 3-2.11 "HEAVY COMMERICAL AND LIGHT INDUSTRIAL DISTRICT (HCLI)," AND AMENDING CHAPTER 4, ARTICLE 7, SECTION 4-7.13 "TEMPORARY USES AND STRUCTURES" TO ADDRESS TEMPORARY SALES OF AUTOMOBILES AS A PERMITTED USE IN HCLI; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Authority for this code is hereby granted pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Article VIII, Section (f) of the Constitution of the State of Florida, gives counties the powers of self-government as is provided by general or special law; and

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, Chapter 163, Florida Statutes, requires counties to prepare and adopt a comprehensive plan and land development code to manage future development, within their jurisdiction, and to permit only that development which is consistent with the adopted plan, its amendments, and all regulations adopted pursuant thereto; and

WHEREAS, it is the intent and purpose of Escambia County to equitably manage and control public and private development in furtherance of state policy as articulated and expressed in the Constitution of the State of Florida and Chapter 163, Florida Statutes, and elsewhere; and

WHEREAS, Section 316.1951, Florida Statutes, authorizes the County to adopt an ordinance to prohibit the curbstoning, Curbstoning is engagement in the illegal business of buying and selling automobiles without the necessary license and permits; and

WHEREAS, unauthorized roadside car sales have triggered complaints from neighborhood groups that consider them an eyesore; and

WHEREAS, unauthorized roadside car sales can also distract passing drivers who try to look at the parked merchandise; and

WHEREAS, curbstoning often involves people who frequently sell cars in various, high-traffic locations and who ignore laws meant to protect consumers from unlicensed, unscrupulous sellers; and

WHEREAS, consumers can easily become victims of fraud involving issues like odometer tampering, undisclosed frame damage or salvage rebuilt vehicles, faulty safety devices, mechanics or promissory liens, predatory lending and other problems that may not be truthfully disclosed at the time of sale and that leave the consumer with no recourse; and

WHEREAS, "off-the-books" curbstoned car sales often result in taxes and registration fees going unpaid; and

WHEREAS, the Board of County Commissioners has determined that regulation of the practice of buying and selling automobiles without a motor vehicle dealer license and outside of a legally established place of business is in the public interest; and

WHEREAS, the Board of County Commissioners finds that establishing criteria for temporary sales of automobiles promotes these interests and serves an important public purpose; and

WHEREAS, the Board of County Commissioners deems it in the best interest of health, safety, and welfare for the citizens and residents of the County for the County to regulate the practice of buying and selling automobiles without a motor vehicle dealer license and legally established place of business.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.11. "Heavy Commercial and Light Industrial district (HCLI)," subsection (b) "Permitted uses," is hereby amended as follows:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes. Temporary sales of automobiles are permitted when conducted by a licensed dealership with a permanent sales location within the County. See also Temporary Uses and Structures, Section 4-7.13 of the Escambia County Development Code.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive- through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

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f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

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b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Article 7, Section 4-3.13. "Temporary Uses and Structures," is hereby amended as follows:

Sec. 4-7.13 Temporary uses and structures.

(a) General limitations. Where authorized by the parcel owner and applicable permits, uses and structures are allowed temporarily according to the provisions of this section.

(1) Time of use. Except as may otherwise be provided for specific uses and structures, the temporary establishment of a use, or the temporary placement of one or more structures, on the same parcel for more than 30 days shall require county land use approval. Establishment or placement for more than 180 days shall require LDC compliance review and approval as prescribed in Chapter 2 for permanent development. Prior to the expiration of their authorized time of use on a parcel, all temporary uses shall be discontinued on the parcel and all temporary

structures shall be removed from the parcel unless authorized for permanent use. Unless authorized by a separate land use permit, the time limit for all temporary uses and structures is measured from the time any temporary use is established or any temporary structure is placed on the parcel until all the uses are discontinued and all structures are removed.

(2) Temporary uses. A temporary use may be established outdoors on a parcel or within an authorized permanent or temporary structure on the parcel, provided the use is a permitted use within the applicable zoning district or is otherwise authorized. Minor alterations in a temporary use (e.g., changing items offered at a sales event) do not modify the permitted duration of the use and are not considered discontinuation of the use.

(3) Temporary structures. A temporary structure may be erected on a parcel for an authorized use for a limited time provided the structure complies with the requirements of the applicable zoning district or is otherwise authorized as a specific structure. A temporary structure may be the principal structure on a parcel and a permanent structure is not required to be on the same parcel as the temporary structure. Change of use or occupancy, including periods of disuse or vacancy, does not modify the permitted time of placement for a temporary structure, and relocation within the same parcel is not considered removal of the structure or discontinuation of its use.

(b) Specific uses and structures. The following uses and structures are allowed temporarily under the conditions prescribed for each:

(1) Construction sites. Real estate sales and construction management may be carried out within separate or combined temporary construction site offices when in compliance with the applicable provisions for each use.

a. **Construction offices.** A construction office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, during authorized site construction. The temporary office shall be set back a minimum of five feet from any property line of the host parcel, be a State of Florida approved modular building, and be removed no later than 90 days from the date of issuance of a certificate of occupancy or other applicable final county approval of the site construction.

b. **Sales offices.** A real estate sales office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, and can be authorized prior to the start of construction if a pre-application review of the proposed development has been completed by the county. The setback and building type shall be that required for a construction office, but removal of a temporary sales office shall be within 24 months of the issuance of pre-application review comments if construction has not begun. Extension of the time may only be authorized as prescribed in Article 6 of Chapter 2. These provisions do not apply to real estate sales offices authorized within model homes by other provisions of this section.

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(2) Disaster recovery housing. A temporary structure or recreational vehicle is allowed by land use permit to provide disaster recovery housing when a fire, flood, windstorm, or other natural or man-made disaster requires the temporary housing of a single-family residential use or a non-residential use to facilitate repair or replacement of a damaged structure. The following provisions apply to such housing:

a. Permit conditions. As a condition of its land use permit, a temporary structure providing disaster recovery housing shall be removed from the property within ten days after a certificate of occupancy is issued for the new or rehabilitated structure, or upon the expiration of the permit, whichever occurs first. Failure to remove the temporary structure shall authorize the county to remove it without further notice and at the expense of the permit holder or property owner. After a recreational vehicle is no longer authorized to be used for disaster recovery housing, the vehicle becomes subject to the normal use provisions of the LDC.

b. Date of disaster. If an official disaster declaration is issued, the date of the declaration shall be the date of the disaster for the purpose of permitting.

c. Utilities required. Electrical power, potable water, and sanitary sewer connections complying with the Florida Building Code shall be provided to the temporary structure.

d. Flood considerations. Placement of the temporary structure shall comply with all floodplain management regulations.

e. Single-family dwelling. During post-disaster rehabilitation or reconstruction of a single-family dwelling made unfit for human habitation, the Building Official may permit the use of a manufactured (mobile) home or recreational vehicle as temporary living quarters on the lot of the damaged dwelling, regardless of zoning district requirements. However, no more than one such temporary structure or vehicle may be permitted per lot, and the resident of the damaged dwelling must occupy it. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be 18 months after the date of the disaster. [

f. Alternate residential sites. When the lot of a damaged single family dwelling is not suitable for placement of a manufactured (mobile) home or recreational vehicle as temporary living quarters, the applicant for the temporary quarters may designate an alternate site for either type of quarters. However, a manufactured home must be a permitted use under the zoning of the alternate site and shall comply with the setback requirements for an accessory dwelling. When an alternate site is designated, both the person whose home has been made uninhabitable and the owner of the alternate site shall join in the application for the permit and be responsible for the timely removal of the temporary housing.

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g. Non-residential use. During post-disaster rehabilitation or reconstruction of commercial or industrial use structures made unfit for business activities, the Building Official may permit the use of a State of Florida approved modular building as a temporary structure to carry out business activities on the lot of the damaged building. However, such temporary structures may be permitted only for use on the site of the damaged structure and only if there remains adequate parking (including handicap) based on the temporary structure. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be nine months after the date of the disaster.

h. Permit extension. When any temporary use structure or vehicle permitted under these disaster recovery provisions is replaced due to damage from a subsequent disaster, the duration of the original temporary use permit shall not be extended unless the Building Official determines the subsequent disaster caused sufficient damage to the permanent structure to require additional repairs that will slow the rehabilitation or reconstruction process.

(3) Medical hardship temporary living quarters. A manufactured (mobile) home or park trailer is allowed as a temporary use within any mainland zoning district that does not otherwise allow such living quarters if approved by the Board of Adjustment (BOA) for use due to medical hardship as prescribed in Article 6 of Chapter 2. The following standards apply to the temporary living quarters:

a. Maximum structure size. The temporary quarters shall not exceed 1280 square feet in gross floor area.

b. Minimum lot size. The lot where the temporary quarters will be located shall be at least one-quarter acre if served by public sewer. If a septic tank is used, the lot shall be at least one-half acre. Additionally, the lot shall be sufficient in size to allow compliance with all zoning district lot coverage and setback requirements.

c. Location. The temporary quarters shall be located on the same parcel (same property identification number) as the primary residence.

d. Limited occupancy. Only the caregiver and their immediate family, or the person in need of medical care and their immediate family, shall occupy the temporary quarters.

e. Indemnification. Prior to placement of the temporary quarters on the approved parcel, the landowner shall execute an agreement with the county (in a form acceptable to the County Attorney) providing for indemnification from all claims arising in connection with the temporary quarters and acknowledging the county's right to remove the temporary use at the owner's expense if the owner, or his heirs and assigns, fails to remove it within 60 days after the expiration of the temporary use approval granted by the BOA.

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f. Building code compliance. The installation of the temporary quarters shall comply fully with the Florida Building Code and is subject to all associated compliance inspections.

g. Temporary status maintained. The wheels and axles of the temporary quarters shall not be removed, and no additions shall be constructed except that handicap access ramps may be provided.

(4) Mobile vending units. A mobile vending unit is allowed as a temporary use in the Com, HC/LI, Ind, Com-PK, CC-PK, CG-PK, and PR-PK zoning districts, The following additional restrictions apply to any use of mobile vending units:

a. License. The operator of the mobile vending unit must obtain any applicable occupational license from the Escambia County Tax Collector and affix a copy of the occupational license to the mobile vending unit in a conspicuous location. The operator is additionally responsible for obtaining all other applicable authorizations required to store, prepare, serve, distribute, or sell by mobile vending.

b. Nuisance conditions. The mobile vending unit shall be designed, placed, maintained, and operated so as to prevent the creation of nuisance conditions, including surface discharges of waste water, oil, or grease. Solid waste receptacles of adequate capacity and convenience shall be provided to prevent the scattering of beverage containers, paper products, and other vending related debris.

c. Placement. The mobile vending unit shall not be placed within a parking lot drive aisle or required landscape area of a developed site used by another active use; within any active driveway or sidewalk, or within any public right-of-way; in any location obstructing the line of sight for traffic; or in any location otherwise presenting a safety hazard.

(5) Model homes. Within any residential subdivision for which a preliminary plat has been approved by the county, the construction of no more than two principal dwellings for temporary use as model homes or real estate offices for the promotion and sale of lots or houses within the subdivision may be authorized prior to final plat approval. For the annual “Parade of Homes” event or other special circumstances the Board of County Commissioners (BCC) may authorize at a public hearing the issuance of additional model home permits if additional assurances of infrastructure completion are provided. However, issuance of a model home permit does not authorize issuance of a certificate of occupancy, and no permanent certificate of occupancy may be issued for any dwellings until the final plat is approved by the BCC and recorded as prescribed in Article 5 of Chapter 2. Additionally, the dwellings cannot be permanently occupied as residences until certificates of occupancy are issued. Any office use of a model home shall cease when sales within the subdivision have been completed.

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(6) Portable storage containers. On a lot where a portable storage container is not allowed as outdoor storage by the applicable zoning, the container may be allowed as a temporary use according to the following provisions:

a. The on-site use of a container for 30 days or less only requires notification to the Planning Official of the placement by the provider of the container, and tracking by the official for enforcement purposes.

b. The on-site use of a container for more than 30 days requires issuance of a 90-day permit by the Planning Official after a reasonable demonstration by the applicant of temporary circumstances that make the additional on-site storage time necessary. Such circumstances may include damage to or destruction of the principle structure, remodeling, renovation, construction, or relocation. A weatherproof copy of the permit indicating the date of issuance, date of expiration, and address of the approved placement shall be attached to the container.

c. Prior to expiration of the original permit and upon additional demonstration by the applicant of unforeseen circumstances, the Planning Official may grant not more than one 90-day extension to the permit for good cause shown. If granted, a weatherproof copy of the extension shall be attached with the initial permit.

d. Applicants are generally limited to one portable storage container per principal use. For residential uses the limit is one container per dwelling unit. The use of more than one storage container per principal use may be approved by the Planning Official upon a demonstration of need, such as the scope of work or extent of construction.

e. The exterior dimensions of a container shall not exceed nine feet in height, 20 feet in length, and eight feet in width.

f. The container shall not obstruct the line of sight for traffic or otherwise present a safety hazard. The placement of containers in fire lanes or public rights-of-way is prohibited.

g. Front yard placement of a container may only be permitted where no alternative location on the parcel exists, or if placement at an alternative location would create an unreasonable hardship on the owner or occupant.

h. The provider of a container shall be responsible to ensure that it is in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, rips, tears or other holes or breaks.

(7) Special events. For the purposes of this section, a special event is an infrequent short-term outdoor use or activity not specifically identified as allowed by the applicable zoning district, but not otherwise prohibited by law or ordinance. Special event uses and activities include art shows, garage and yard sales, estate sales, sidewalk sales, festivals, school carnivals, church bazaars, classic car shows, tournaments, concerts, fairs and circuses, haunted houses, pumpkin

and Christmas tree sales, grand openings, and similar temporary events likely to attract crowds.

a. **Limitations.** A special event is allowed as a temporary use without a land use permit for up to 30 days, but on any parcel used as or zoned residential a special event is limited to no more than 14 days in a calendar year. No special event or associated temporary structure on any parcel shall endanger public health, safety, or welfare, particularly in consideration of nuisance or other adverse impacts from the scale, extent, intensity, time, or duration of the event.

b. **Associated structures.** Temporary structures may be placed on special event parcels for the duration of the associated event according to the provisions of this article and the conditions of any applicable permits. Nothing in this section shall be construed to prohibit temporary structures associated with civic, community, or religious events, including authorized events on public lands, social and religious activities on parcels occupied by places of worship, and events on private lands developed to include special events (e.g. Pensacola Interstate Fairgrounds).

(8) Temporary shelters. The use or placement of one or more temporary structures, shelters, or any other accommodations on a parcel for the residence, dwelling, or habitation of any person(s) on that parcel is allowed as a temporary use on the parcel for no more than 14 days in any calendar year outside of a duly licensed campground or recreational vehicle park, except as may be authorized through the disaster recovery housing or medical hardship provisions of this section. See also the additional provisions of this article regarding the use of manufactured (mobile) homes and recreational vehicles.
(Ord. No. 2015-54, § 2, 12-10-2015)

(9) Temporary Auto Sales. Temporary auto sales may be allowed when conducted by a licensed dealership with a permanent sales location within County when permitted by the applicable zoning district.

Section 4. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a 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.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may

be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

Section 6. Effective date.

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ARTICLE 2, SECTION 3-2.11 "HEAVY COMMERICAL AND LIGHT INDUSTRIAL DISTRICT (HCLI)," AND AMENDING CHAPTER 4, ARTICLE 7, SECTION 4-7.13 "TEMPORARY USES AND STRUCTURES" TO ADDRESS TEMPORARY SALES OF AUTOMOBILES AS A PERMITTED USE IN HCLI; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Authority for this code is hereby granted pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Article VIII, Section (f) of the Constitution of the State of Florida, gives counties the powers of self-government as is provided by general or special law; and

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, Chapter 163, Florida Statutes, requires counties to prepare and adopt a comprehensive plan and land development code to manage future development, within their jurisdiction, and to permit only that development which is consistent with the adopted plan, its amendments, and all regulations adopted pursuant thereto; and

WHEREAS, it is the intent and purpose of Escambia County to equitably manage and control public and private development in furtherance of state policy as articulated and expressed in the Constitution of the State of Florida and Chapter 163, Florida Statutes, and elsewhere; and

WHEREAS, Section 316.1951, Florida Statutes, authorizes the County to adopt an ordinance to prohibit the curbstoning, Curbstoning is engagement in the illegal business of buying and selling automobiles without the necessary license and permits; and

WHEREAS, unauthorized roadside car sales have triggered complaints from neighborhood groups that consider them an eyesore; and

WHEREAS, unauthorized roadside car sales can also distract passing drivers who try to look at the parked merchandise; and

WHEREAS, curbstoning often involves people who frequently sell cars in various, high-traffic locations and who ignore laws meant to protect consumers from unlicensed, unscrupulous sellers; and

WHEREAS, consumers can easily become victims of fraud involving issues like odometer tampering, undisclosed frame damage or salvage rebuilt vehicles, faulty safety devices, mechanics or promissory liens, predatory lending and other problems that may not be truthfully disclosed at the time of sale and that leave the consumer with no recourse; and

WHEREAS, "off-the-books" curbstoned car sales often result in taxes and registration fees going unpaid; and

WHEREAS, the Board of County Commissioners has determined that regulation of the practice of buying and selling automobiles without a motor vehicle dealer license and outside of a legally established place of business is in the public interest; and

WHEREAS, the Board of County Commissioners finds that establishing criteria for temporary sales of automobiles promotes these interests and serves an important public purpose; and

WHEREAS, the Board of County Commissioners deems it in the best interest of health, safety, and welfare for the citizens and residents of the County for the County to regulate the practice of buying and selling automobiles without a motor vehicle dealer license and legally established place of business.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.11. "Heavy Commercial and Light Industrial district (HCLI)," subsection (b) "Permitted uses," is hereby amended as follows:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles,

motorcycles, boats, manufactured (mobile) homes. Temporary sales of automobiles are permitted when conducted by a licensed dealership with a permanent sales location within the County. See also Temporary Uses and Structures, Section 4-7.13 of the Escambia County Development Code.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive- through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Article 7, Section 4-3.13. "Temporary Uses and Structures," is hereby amended as follows:

Sec. 4-7.13 Temporary uses and structures.

(a) General limitations. Where authorized by the parcel owner and applicable permits, uses and structures are allowed temporarily according to the provisions of this section.

(1) Time of use. Except as may otherwise be provided for specific uses and structures, the temporary establishment of a use, or the temporary placement of one or more structures, on the same parcel for more than 30 days shall require county land use approval. Establishment or placement for more than 180 days shall require LDC compliance review and approval as prescribed in Chapter 2 for permanent development. Prior to the expiration of their authorized time of use on a parcel, all temporary uses shall be discontinued on the parcel and all temporary structures shall be removed from the parcel unless authorized for permanent use. Unless authorized by a separate land use permit, the time limit for all temporary uses and structures is measured from the time any temporary use is established or any temporary structure is placed on the parcel until all the uses are discontinued and all structures are removed.

(2) Temporary uses. A temporary use may be established outdoors on a parcel or within an authorized permanent or temporary structure on the parcel, provided

the use is a permitted use within the applicable zoning district or is otherwise authorized. Minor alterations in a temporary use (e.g., changing items offered at a sales event) do not modify the permitted duration of the use and are not considered discontinuation of the use.

(3) Temporary structures. A temporary structure may be erected on a parcel for an authorized use for a limited time provided the structure complies with the requirements of the applicable zoning district or is otherwise authorized as a specific structure. A temporary structure may be the principal structure on a parcel and a permanent structure is not required to be on the same parcel as the temporary structure. Change of use or occupancy, including periods of disuse or vacancy, does not modify the permitted time of placement for a temporary structure, and relocation within the same parcel is not considered removal of the structure or discontinuation of its use.

(b) Specific uses and structures. The following uses and structures are allowed temporarily under the conditions prescribed for each:

(1) Construction sites. Real estate sales and construction management may be carried out within separate or combined temporary construction site offices when in compliance with the applicable provisions for each use.

a. **Construction offices.** A construction office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, during authorized site construction. The temporary office shall be set back a minimum of five feet from any property line of the host parcel, be a State of Florida approved modular building, and be removed no later than 90 days from the date of issuance of a certificate of occupancy or other applicable final county approval of the site construction.

b. **Sales offices.** A real estate sales office is allowed by land use permit as a temporary use and structure on a construction site, or on an adjoining parcel, and can be authorized prior to the start of construction if a pre-application review of the proposed development has been completed by the county. The setback and building type shall be that required for a construction office, but removal of a temporary sales office shall be within 24 months of the issuance of pre-application review comments if construction has not begun. Extension of the time may only be authorized as prescribed in Article 6 of Chapter 2. These provisions do not apply to real estate sales offices authorized within model homes by other provisions of this section.

(2) Disaster recovery housing. A temporary structure or recreational vehicle is allowed by land use permit to provide disaster recovery housing when a fire, flood, windstorm, or other natural or man-made disaster requires the temporary housing of a single-family residential use or a non-residential use to facilitate repair or replacement of a damaged structure. The following provisions apply to such housing:

a. Permit conditions. As a condition of its land use permit, a temporary structure providing disaster recovery housing shall be removed from the

property within ten days after a certificate of occupancy is issued for the new or rehabilitated structure, or upon the expiration of the permit, whichever occurs first. Failure to remove the temporary structure shall authorize the county to remove it without further notice and at the expense of the permit holder or property owner. After a recreational vehicle is no longer authorized to be used for disaster recovery housing, the vehicle becomes subject to the normal use provisions of the LDC.

b. **Date of disaster.** If an official disaster declaration is issued, the date of the declaration shall be the date of the disaster for the purpose of permitting.

c. **Utilities required.** Electrical power, potable water, and sanitary sewer connections complying with the Florida Building Code shall be provided to the temporary structure.

d. **Flood considerations.** Placement of the temporary structure shall comply with all floodplain management regulations.

e. **Single-family dwelling.** During post-disaster rehabilitation or reconstruction of a single-family dwelling made unfit for human habitation, the Building Official may permit the use of a manufactured (mobile) home or recreational vehicle as temporary living quarters on the lot of the damaged dwelling, regardless of zoning district requirements. However, no more than one such temporary structure or vehicle may be permitted per lot, and the resident of the damaged dwelling must occupy it. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be 18 months after the date of the disaster. [

f. **Alternate residential sites.** When the lot of a damaged single family dwelling is not suitable for placement of a manufactured (mobile) home or recreational vehicle as temporary living quarters, the applicant for the temporary quarters may designate an alternate site for either type of quarters. However, a manufactured home must be a permitted use under the zoning of the alternate site and shall comply with the setback requirements for an accessory dwelling. When an alternate site is designated, both the person whose home has been made uninhabitable and the owner of the alternate site shall join in the application for the permit and be responsible for the timely removal of the temporary housing.

g. **Non-residential use.** During post-disaster rehabilitation or reconstruction of commercial or industrial use structures made unfit for business activities, the Building Official may permit the use of a State of Florida approved modular building as a temporary structure to carry out business activities on the lot of the damaged building. However, such temporary structures may be permitted only for use on the site of the damaged structure and only if there remains adequate parking (including handicap) based on the temporary structure. Additionally, the applicant must apply for such permit within six months of the date of the disaster and the maximum length of the temporary use shall be nine months after the date of the disaster.

h. **Permit extension.** When any temporary use structure or vehicle permitted under these disaster recovery provisions is replaced due to damage from a subsequent disaster, the duration of the original temporary use permit shall not be extended unless the Building Official determines the subsequent disaster caused sufficient damage to the permanent structure to require additional repairs that will slow the rehabilitation or reconstruction process.

(3) Medical hardship temporary living quarters. A manufactured (mobile) home or park trailer is allowed as a temporary use within any mainland zoning district that does not otherwise allow such living quarters if approved by the Board of Adjustment (BOA) for use due to medical hardship as prescribed in Article 6 of Chapter 2. The following standards apply to the temporary living quarters:

a. **Maximum structure size.** The temporary quarters shall not exceed 1280 square feet in gross floor area.

b. **Minimum lot size.** The lot where the temporary quarters will be located shall be at least one-quarter acre if served by public sewer. If a septic tank is used, the lot shall be at least one-half acre. Additionally, the lot shall be sufficient in size to allow compliance with all zoning district lot coverage and setback requirements.

c. **Location.** The temporary quarters shall be located on the same parcel (same property identification number) as the primary residence.

d. **Limited occupancy.** Only the caregiver and their immediate family, or the person in need of medical care and their immediate family, shall occupy the temporary quarters.

e. **Indemnification.** Prior to placement of the temporary quarters on the approved parcel, the landowner shall execute an agreement with the county (in a form acceptable to the County Attorney) providing for indemnification from all claims arising in connection with the temporary quarters and acknowledging the county's right to remove the temporary use at the owner's expense if the owner, or his heirs and assigns, fails to remove it within 60 days after the expiration of the temporary use approval granted by the BOA.

f. **Building code compliance.** The installation of the temporary quarters shall comply fully with the Florida Building Code and is subject to all associated compliance inspections.

g. **Temporary status maintained.** The wheels and axles of the temporary quarters shall not be removed, and no additions shall be constructed except that handicap access ramps may be provided.

(4) Mobile vending units. A mobile vending unit is allowed as a temporary use in the Com, HC/LI, Ind, Com-PK, CC-PK, CG-PK, and PR-PK zoning districts, The following additional restrictions apply to any use of mobile vending units:

a. **License.** The operator of the mobile vending unit must obtain any applicable occupational license from the Escambia County Tax Collector and affix a copy of the occupational license to the mobile vending unit in a conspicuous

location. The operator is additionally responsible for obtaining all other applicable authorizations required to store, prepare, serve, distribute, or sell by mobile vending.

b. Nuisance conditions. The mobile vending unit shall be designed, placed, maintained, and operated so as to prevent the creation of nuisance conditions, including surface discharges of waste water, oil, or grease. Solid waste receptacles of adequate capacity and convenience shall be provided to prevent the scattering of beverage containers, paper products, and other vending related debris.

c. Placement. The mobile vending unit shall not be placed within a parking lot drive aisle or required landscape area of a developed site used by another active use; within any active driveway or sidewalk, or within any public right-of-way; in any location obstructing the line of sight for traffic; or in any location otherwise presenting a safety hazard.

(5) Model homes. Within any residential subdivision for which a preliminary plat has been approved by the county, the construction of no more than two principal dwellings for temporary use as model homes or real estate offices for the promotion and sale of lots or houses within the subdivision may be authorized prior to final plat approval. For the annual "Parade of Homes" event or other special circumstances the Board of County Commissioners (BCC) may authorize at a public hearing the issuance of additional model home permits if additional assurances of infrastructure completion are provided. However, issuance of a model home permit does not authorize issuance of a certificate of occupancy, and no permanent certificate of occupancy may be issued for any dwellings until the final plat is approved by the BCC and recorded as prescribed in Article 5 of Chapter 2. Additionally, the dwellings cannot be permanently occupied as residences until certificates of occupancy are issued. Any office use of a model home shall cease when sales within the subdivision have been completed.

(6) Portable storage containers. On a lot where a portable storage container is not allowed as outdoor storage by the applicable zoning, the container may be allowed as a temporary use according to the following provisions:

a. The on-site use of a container for 30 days or less only requires notification to the Planning Official of the placement by the provider of the container, and tracking by the official for enforcement purposes.

b. The on-site use of a container for more than 30 days requires issuance of a 90-day permit by the Planning Official after a reasonable demonstration by the applicant of temporary circumstances that make the additional on-site storage time necessary. Such circumstances may include damage to or destruction of the principle structure, remodeling, renovation, construction, or relocation. A weatherproof copy of the permit indicating the date of issuance, date of expiration, and address of the approved placement shall be attached to the container.

c. Prior to expiration of the original permit and upon additional demonstration by the applicant of unforeseen circumstances, the Planning Official may grant not more than one 90-day extension to the permit for good cause shown. If granted, a weatherproof copy of the extension shall be attached with the initial permit.

d. Applicants are generally limited to one portable storage container per principal use. For residential uses the limit is one container per dwelling unit. The use of more than one storage container per principal use may be approved by the Planning Official upon a demonstration of need, such as the scope of work or extent of construction.

e. The exterior dimensions of a container shall not exceed nine feet in height, 20 feet in length, and eight feet in width.

f. The container shall not obstruct the line of sight for traffic or otherwise present a safety hazard. The placement of containers in fire lanes or public rights-of-way is prohibited.

g. Front yard placement of a container may only be permitted where no alternative location on the parcel exists, or if placement at an alternative location would create an unreasonable hardship on the owner or occupant.

h. The provider of a container shall be responsible to ensure that it is in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, rips, tears or other holes or breaks.

(7) Special events. For the purposes of this section, a special event is an infrequent short-term outdoor use or activity not specifically identified as allowed by the applicable zoning district, but not otherwise prohibited by law or ordinance. Special event uses and activities include art shows, garage and yard sales, estate sales, sidewalk sales, festivals, school carnivals, church bazaars, classic car shows, tournaments, concerts, fairs and circuses, haunted houses, pumpkin and Christmas tree sales, grand openings, and similar temporary events likely to attract crowds.

a. **Limitations.** A special event is allowed as a temporary use without a land use permit for up to 30 days, but on any parcel used as or zoned residential a special event is limited to no more than 14 days in a calendar year. No special event or associated temporary structure on any parcel shall endanger public health, safety, or welfare, particularly in consideration of nuisance or other adverse impacts from the scale, extent, intensity, time, or duration of the event.

b. **Associated structures.** Temporary structures may be placed on special event parcels for the duration of the associated event according to the provisions of this article and the conditions of any applicable permits. Nothing in this section shall be construed to prohibit temporary structures associated with civic, community, or religious events, including authorized events on public lands, social and religious activities on parcels occupied by places of

worship, and events on private lands developed to include special events (e.g. Pensacola Interstate Fairgrounds).

(8) Temporary shelters. The use or placement of one or more temporary structures, shelters, or any other accommodations on a parcel for the residence, dwelling, or habitation of any person(s) on that parcel is allowed as a temporary use on the parcel for no more than 14 days in any calendar year outside of a duly licensed campground or recreational vehicle park, except as may be authorized through the disaster recovery housing or medical hardship provisions of this section. See also the additional provisions of this article regarding the use of manufactured (mobile) homes and recreational vehicles.
(Ord. No. 2015-54, § 2, 12-10-2015)

(9) Temporary Auto Sales. Temporary auto sales may be allowed when conducted by a licensed dealership with a permanent sales location within County when permitted by the applicable zoning district.

Section 4. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a 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.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

Section 6. Effective date.

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15716 **Growth Management Report** **14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/07/2019
Issue: Action Item - Crimson Pointe Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Crimson Pointe Permit FP# 190166

That the Board take the following action concerning recording of Crimson Pointe (a 35-lot residential subdivision), located in the Beulah Community and lying north of Mobile Highway, also known as U.S. Highway 90, and west off Rebel Road and south of Beulah Church Road. Owner and Developer is Crimson Pointe Developers, Inc. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final 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 Statutes:

A. Approve the Final Plat for recording;

B. Approve the street names "Crimson Pointe Boulevard" and "Crimson Pointe Circle";

C. Accept all public easements, ponds, drainage improvements within public easements as depicted on the final 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 the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

BACKGROUND:

The preliminary plat and construction plans were approved on June 6, 2018. The Escambia County Public Safety Department approved the street names “Crimson Pointe Boulevard" and "Crimson Pointe Circle,” on November 3, 2017. Development Services Department inspected the improvements on February 12, 2019, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety and a Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final Plat. Staff has reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. A Two-Year Warranty Agreement without Surety has been reviewed and approved by Meredith Crawford on January 29, 2019.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

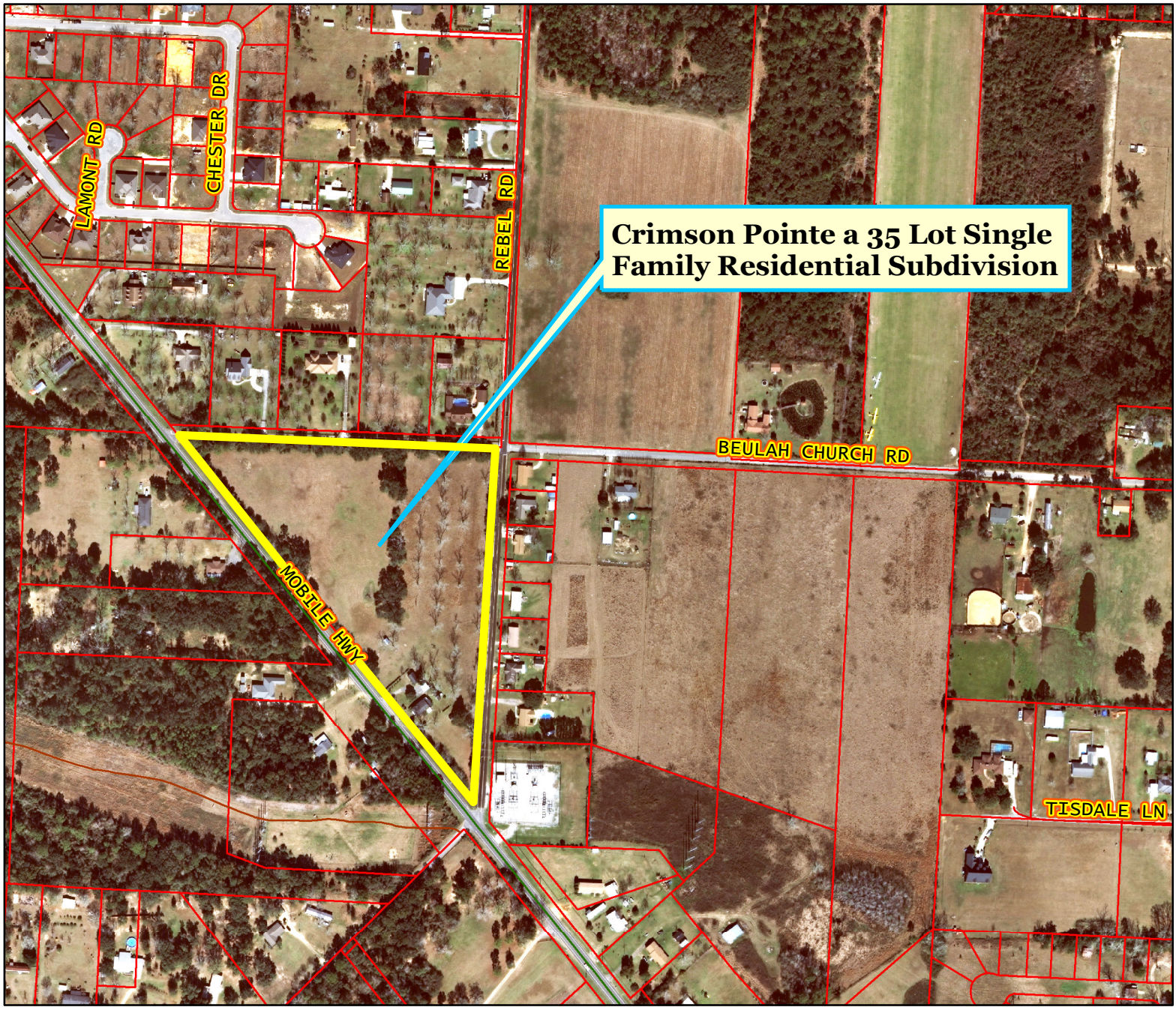
COORDINATION WITH OTHER AGENCIES/PERSONS:

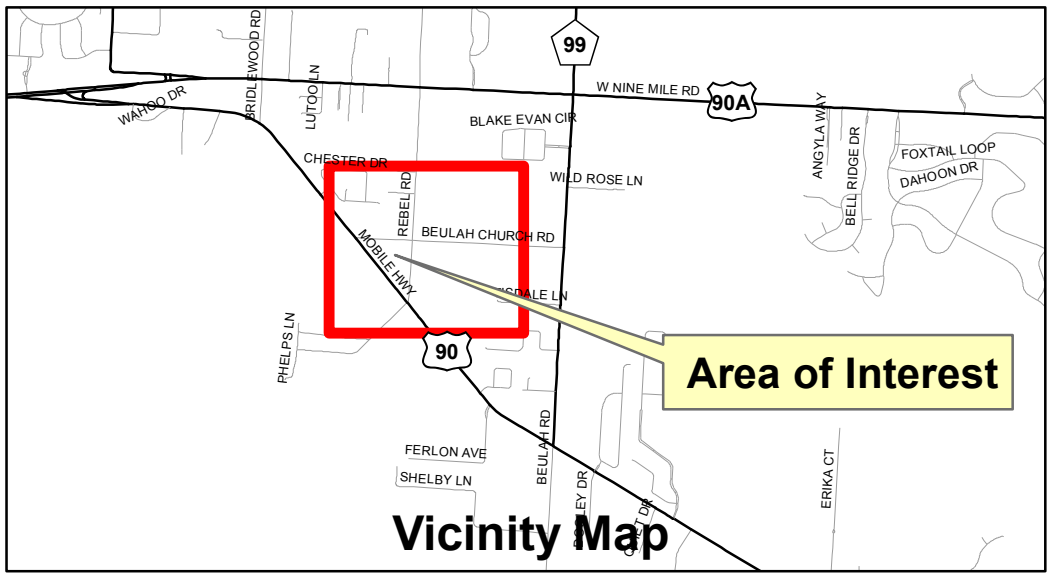
Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections, and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Letter Approval
Infrastructure Maintenance Disclosure Form
Two-Year Warranty Agreement
Final Plat

Final Plat ~ Crimson Pointe
35 Lot Single Family Subdivision





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 2/2/2019

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

November 3, 2017

Street Letter Approval

The following name has been submitted for approval:

Crimson Pointe Boulevard

Crimson Pointe Circle

The street is located in:

Crimson Pointe (Subdivision)

The name was requested by:

Hammond Engineering, Inc.

850-434-2603

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: CRIMSON POINTE
Lots & Blocks ALL **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	ESCAMBIA COUNTY	ESCAMBIA COUNTY
Bridge(s)	N/A	N/A
Retention Pond(s)	ESCAMBIA COUNTY	ESCAMBIA COUNTY
Stormwater Conveyance or Easements (rear yard)	N/A	N/A
Easements between lots (side yard)		
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA RESPONSIBLE FOR FORCE MAIN IN THE RIGHT OF WAYS, HOMEOWNER RESPONSIBLE FOR PRIVATE LS AND GRINDER PUMP	ECUA OWNS AND MAINTAINS FORCE MAIN IN R/W, HOMEOWNER OWNS/MAINTAINS PRIVATE LS AND GRINDER PUMPS
Water System	ECUA	ECUA
Gas		
Other (i.e. Clubhouse)		

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:
Thomas G. Hammond, Jr., PE
Hammond Engineering, Inc.
3802 North S Street
Pensacola, FL 32505

CRIMSON POINTE DEVELOPERS, INC.
Seller's Name
1050 URBAN DRIVE
Address
CANTONMENT, FL 32533
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

12/27/2018

Subdivision **Crimson Pointe**
Engineer **HEI**

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
1	A	1' non access easement along east property line	Homeowner	Home owner
1	A	1' non access easement along north property line	Homeowner	Home owner
1	A	5' utility easment along lot frontage	Homeowner	Home owner
2	A	1' non access easement along north property line	Homeowner	Home owner
2	A	5' utility easment along lot frontage	Homeowner	Home owner
3	A	1' non access easement along north property line	Homeowner	Home owner
3	A	5' utility easment along lot frontage	Homeowner	Home owner
4	A	1' non access easement along north property line	Homeowner	Home owner
4	A	5' utility easment along lot frontage	Homeowner	Home owner
5	A	1' non access easement along north property line	Homeowner	Home owner
5	A	5' utility easment along lot frontage	Homeowner	Home owner
6	A	1' non access easement along north property line	Homeowner	Home owner
6	A	5' utility easment along lot frontage	Homeowner	Home owner
7	A	1' non access easement along north property line	Homeowner	Home owner
7	A	5' utility easment along lot frontage	Homeowner	Home owner
8	A	1' non access easement along north property line	Homeowner	Home owner
8	A	5' utility easment along lot frontage	Homeowner	Home owner
8	A	20' ECUA utility easement along west property line	Homeowner	Home owner
9	A	1' non access easement along north property line	Homeowner	Home owner
9	A	10' utility easment along lot frontage	Homeowner	Home owner
9	A	20' ECUA utility easement along east property line	Homeowner	Home owner
10	A	10' utility easment along lot frontage	Homeowner	Home owner
10	A	20' ECUA utility easment along the southern property line	Homeowner	Home owner
11	A	10' utility easment along lot frontage	Homeowner	Home owner
11	A	20' ECUA utility easment along the northern property line	Homeowner	Home owner
12	A	1' non access easment along rear property line	Homeowner	Home owner
12	A	10' utility easment along lot frontage	Homeowner	Home owner
13	A	1' non access easment along rear property line	Homeowner	Home owner
13	A	10' utility easment along lot frontage	Homeowner	Home owner
14	A	10' utility easment along lot frontage	Homeowner	Home owner
15	A	5' utility easment along lot frontage	Homeowner	Home owner
16	A	5' utility easment along lot frontage	Homeowner	Home owner
17	A	5' utility easment along lot frontage	Homeowner	Home owner
18	A	5' utility easment along lot frontage	Homeowner	Home owner
19	A	5' utility easment along lot frontage	Homeowner	Home owner
20	A	5' utility easment along lot frontage	Homeowner	Home owner
21	A	5' utility easment along lot frontage	Homeowner	Home owner
22	A	5' utility easment along lot frontage	Homeowner	Home owner
23	A	5' utility easment along lot frontage	Homeowner	Home owner
24	A	5' utility easment along lot frontage	Homeowner	Home owner
24	A	25' public drainage and access easement along the southwest property corner	Homeowner	Home owner
24	A	1' non access easement along the above referenced 25' drainage/access easement	Homeowner	Home owner
1	B	1' non access easment along rear property line	Homeowner	Home owner
2	B	1' non access easment along rear property line	Homeowner	Home owner
3	B	1' non access easment along rear property line	Homeowner	Home owner
4	B	1' non access easment along rear property line	Homeowner	Home owner
5	B	1' non access easment along rear property line	Homeowner	Home owner
6	B	1' non access easment along rear property line	Homeowner	Home owner
7	B	1' non access easment along rear property line	Homeowner	Home owner
8	B	1' non access easment along rear property line	Homeowner	Home owner
9	B	1' non access easment along rear property line	Homeowner	Home owner
10	B	1' non access easment along rear property line	Homeowner	Home owner
10	B	20' ECUA utility easement along the south property line.	Homeowner	Home owner
11	B	1' non access easement along rear property line	Homeowner	Home owner
11	B	1' non access easement along the south property line	Homeowner	Home owner
11	B	20' ECUA utility easement along the north property line	Homeowner	Home owner

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Corporation)

This Two-Year Warranty Agreement (Agreement) is entered by and between Crimson Pointe Developers, Inc., a corporation organized under the laws of the State of Florida whose address is 1050 Urban Drive, Cantonment, FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for the Crimson Pointe subdivision development, more particularly described as follows:

See Exhibit A (Legal Description) for Crimson Pointe Subdivision PB _____PG _____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:
Dawn McLin
Dawn McLin
(printed name)

DEVELOPER/OWNER:

Crimson Pointe Developers, Inc., a Florida corporation

WITNESS:
Andrea Bennett
Andrea Bennett
(printed name)

By: _____
Ronald A. Johnson, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by Ronald A. Johnson, as President of Crimson Pointe Developers, Inc. Ronald A. Johnson is personally known to me, or Ronald A. Johnson has produced _____ as identification.

Dawn S. McLin
Signature of Notary

(Notary Seal) DAWN S. MCLIN Commission # GG 165842 Expires December 13, 2021 Bonded Thru Budget Notary Services

Dawn S. McLin
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____ day of _____, 2019

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By M Crawford
Title ACA
Date 1/29/19

Exhibit A
Legal Description of Development

COMMENCE AT A NAIL & DISK L.B. #7073 AT THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 03 DEGREES 20 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 7 A DISTANCE OF 2677.37 FEET TO THE INTERSECTION OF SAID EAST LINE, AND AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF BEULAH CHURCH ROAD (R/W VARIES); THENCE DEPARTING SAID EAST LINE RUN NORTH 87 DEGREES 41 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD A DISTANCE OF 17.51 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD AND THE WEST RIGHT-OF-WAY LINE OF REBEL ROAD (R/W VARIES); THENCE RUN SOUTH 03 DEGREES 33 MINUTES 26 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID REBEL ROAD A DISTANCE OF 990.63 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MOBILE HIGHWAY (R/W VARIES); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN NORTH 38 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MOBILE HIGHWAY A DISTANCE OF 1313.96 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN SOUTH 87 DEGREES 41 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BEULAH CHURCH ROAD A DISTANCE OF 885.21 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Prepared by: McDonald Fleming Moorhead
127 Palafox Place, Suite 200
Pensacola, FL 32502
RE-18-1509

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature / Development Services Director or Designee — Date: 2/13/19

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

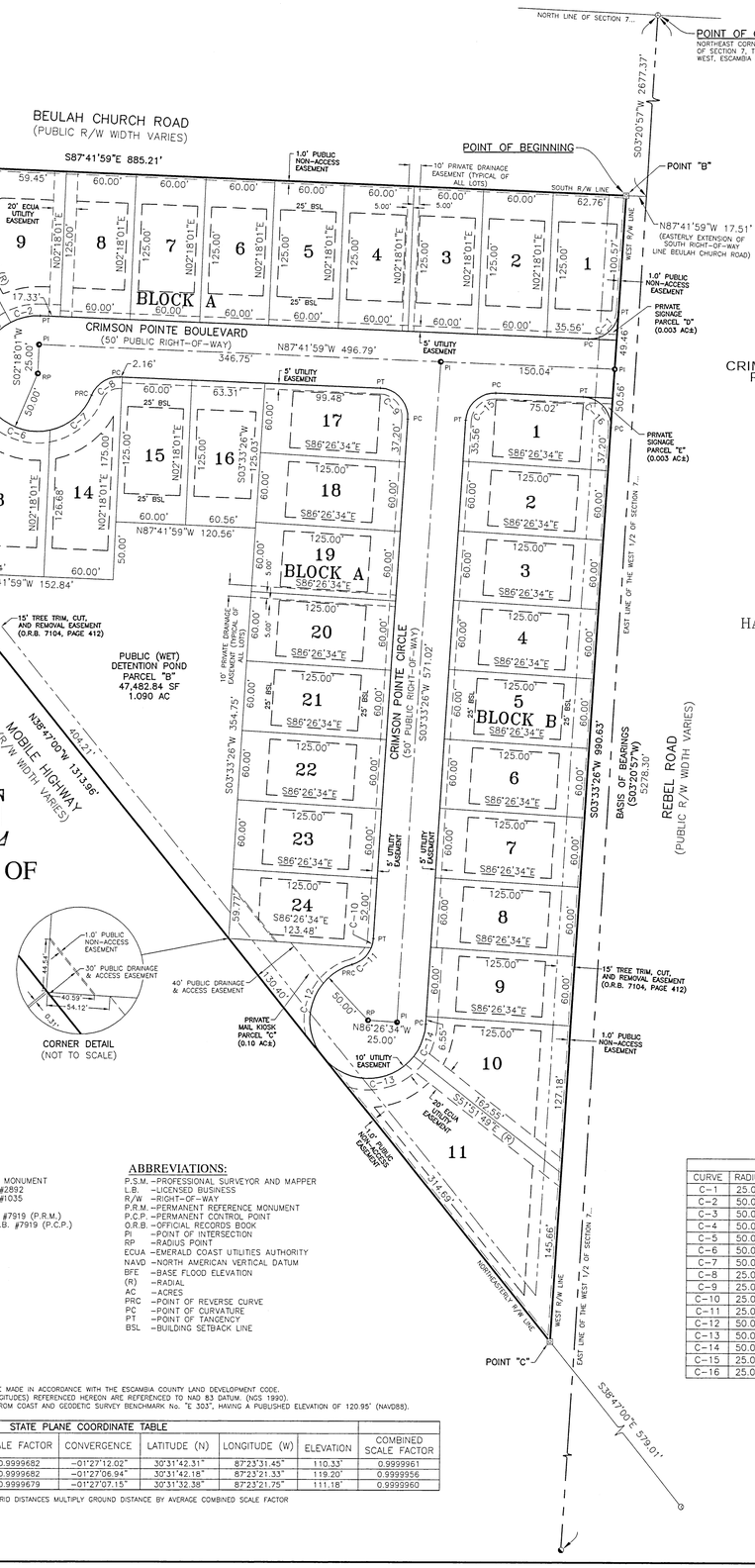
LEGAL DESCRIPTION:

COMMENCE AT A NAIL & DISK L.B. #7073 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 03 DEGREES 20 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 7 A DISTANCE OF 2677.37 FEET TO THE INTERSECTION OF SAID EAST LINE; AND AN EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF BEULAH CHURCH ROAD (R/W VARIES); THENCE DEPARTING SAID EAST LINE RUN NORTH 87 DEGREES 41 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD A DISTANCE OF 17.51 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD AND THE WEST RIGHT-OF-WAY LINE OF REBEL ROAD (R/W VARIES); THENCE RUN SOUTH 03 DEGREES 33 MINUTES 26 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID REBEL ROAD A DISTANCE OF 990.63 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MOBILE HIGHWAY (R/W VARIES); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN NORTH 38 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MOBILE HIGHWAY A DISTANCE OF 1313.96 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BEULAH CHURCH ROAD; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN SOUTH 87 DEGREES 41 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BEULAH CHURCH ROAD A DISTANCE OF 885.21 FEET TO THE **POINT OF BEGINNING**.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 10.06 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD SURVEY FOOT.
- UNLESS OTHERWISE NOTED RECORD AND MEASURED CALLS AGREE.
- THE SURVEY ERROR OF CLOSURE MEETS THE SURVEY STANDARDS OF PRACTICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
- BASIS OF BEARINGS: NORTH AND THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE GRID BEARING OF S03°20'57"W ALONG THE EAST LINE OF THE WEST 1/2 OF SECTION 7. THE SURVEY DATUM AS SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) (NAD83) – (2011) – (EPOCH 2010.0000).
- REFERENCE SOURCE: IN FIELD DATA GATHERING OF EXISTING FIELD MONUMENTATION; COPY OF COUNTY PROPERTY APPRAISERS MAP No. 99; DIGITAL COPY OF ESCAMBIA COUNTY PROPOSED MAINTENANCE MAP.
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.
- LINES NOT RADIAL UNLESS NOTED
- SEE GEODESY NOTE BELOW.

FINAL PLAT OF
CRIMSON POINTE
A 35 LOT PUBLIC RESIDENTIAL SUBDIVISION OF A PORTION OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA
ZONED: LDR FLU: MU-S
FEBRUARY 2019



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C–1	25.00'	88°44'35"	38.72'	34.97'	N47°55'44"E
C–2	50.00'	30°26'44"	26.57'	26.26'	S77°04'39"W
C–3	50.00'	34°00'27"	29.68'	29.24'	S44°51'04"W
C–4	50.00'	33°58'42"	29.65'	29.22'	S10°51'30"W
C–5	50.00'	34°54'55"	30.47'	30.00'	S23°35'18"E
C–6	50.00'	61°33'56"	53.73'	51.18'	S71°49'44"E
C–7	50.00'	55°37'01"	48.53'	46.65'	N49°34'48"E
C–8	25.00'	70°31'44"	30.77'	28.87'	S57°02'10"W
C–9	25.00'	91°15'25"	39.82'	35.74'	N42°04'16"W
C–10	25.00'	18°39'38"	8.14'	8.11'	N12°53'15"E
C–11	25.00'	51°52'05"	22.63'	21.87'	N48°09'07"E
C–12	50.00'	112°52'10"	98.50'	83.33'	S17°39'05"W
C–13	50.00'	103°04'49"	89.95'	78.30'	N89°40'36"E
C–14	50.00'	34°34'46"	30.18'	29.72'	N20°50'48"E
C–15	25.00'	88°44'35"	38.72'	34.97'	S47°55'44"W
C–16	25.00'	91°15'25"	39.82'	35.74'	N42°04'16"W

BUILDING SETBACK REQUIREMENTS:

FRONT AND REAR: TWENTY–FIVE FEET IN THE FRONT AND REAR.

SIDES: ON EACH SIDE, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

INDIVIDUAL SUBDIVISION LOTS SHALL REMAIN IN THEIR NATURAL, VEGETATED STATE UNTIL FURTHER PERMITTING ALLOWS FOR DEVELOPMENT, SITE DISTURBANCE AND/OR TREE REMOVAL. ALL LAND CLEARING/LAND DISTURBING ACTIVITIES, TREE REMOVAL, FILL MATERIALS, ETC. SHALL ONLY BE ALLOWED AFTER COUNTY ISSUANCE OF A BUILDING PERMIT FOR THE DWELLING OR A SEPARATE LAND DISTURBING OR TREE REMOVAL PERMIT.

LEGEND:

- ● –FOUND PLAIN 4" DIAMETER CONCRETE MONUMENT
- ⊕ –FOUND 1/2" CAPPED IRON ROD PSM #2892
- ⊙ –FOUND 1/2" CAPPED IRON ROD PSM #1035
- Ⓖ –FOUND NAIL & DISK L.B. #7073
- ▨ –SET 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.)
- ◐ –SET 1/2" ALLOY CAPPED IRON ROD L.B. #7919 (P.C.P.)

ABBREVIATIONS:

P.S.M. –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT–OF–WAY
P.R.M. –PERMANENT REFERENCE MONUMENT
P.C.P. –PERMANENT CONTROL POINT
O.R.B. –OFFICIAL RECORDS BOOK
PI –POINT OF INTERSECTION
RP –RADIUS POINT
ECUA –EMERALD COAST UTILITIES AUTHORITY
NAVD –NORTH AMERICAN VERTICAL DATUM
BFE –BASE FLOOD ELEVATION
(R) –RADIAL
AC –ACRES
PRC –POINT OF REVERSE CURVE
PC –POINT OF CURVATURE
PT –POINT OF TANGENCY
BSL –BUILDING SETBACK LINE

NOTES

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).
3. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN DRAINAGE/ACCESS EASEMENTS (PUBLIC OR PRIVATE). THESE SHALL BE ACCESSIBLE AT ALL TIMES.
4. NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET.
5. THERE ARE 10 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH LOT PROPERTY LINES, BEING 5 FOOT ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
6. TOTAL NUMBER OF LOTS = 35.

GEODESY NOTE:

TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE.
ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM, (NGS 1990).
ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM COAST AND GEODETIC SURVEY BENCHMARK No. "E 353", HAVING A PUBLISHED ELEVATION OF 120.95' (NAVD88).

STATE PLANE COORDINATE TABLE								
STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE (N)	LONGITUDE (W)	ELEVATION	COMBINED SCALE FACTOR
POINT "A"	567398.31'	1058015.27'	0.9999682	–01°27'12.02"	30°31'42.31"	87°23'31.45"	110.33'	0.9999961
POINT "B"	567362.78'	1058899.77'	0.9999682	–01°27'06.94"	30°31'42.18"	87°23'21.33"	119.20'	0.9999956
POINT "C"	566374.05'	1058838.30'	0.9999679	–01°27'07.15"	30°31'32.38"	87°23'21.75"	111.18'	0.9999960

TO CONVERT GROUND DISTANCE TO GRID DISTANCES MULTIPLY GROUND DISTANCE BY AVERAGE COMBINED SCALE FACTOR

OWNER / DEVELOPER:
CRIMSON POINTE DEVELOPERS, INC.
RONALD JOHNSON, MANAGER
1050 URBAN DRIVE
CANTONMENT, FL 32533
(850) 982-9657

KJM Land Planning, LLC.
1616 W. Avery Street
Pensacola, FL 32501
(0) 850–438–0202
(F) 850–438–1307

HAMMOND ENGINEERING, INC
3802 NORTH "S" STREET
PENSACOLA, FL 32505
(850) 434–2603

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE) AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2019, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2019 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2019.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CRIMSON POINTE DEVELOPERS, INC., A FLORIDA CORPORATION, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS CRIMSON POINTE ("THE LAND") HEREBY DEDICATES TO THE PUBLIC: ALL ROADS AND RIGHTS–OF–WAYS, THE 20', 30' AND 40' DRAINAGE & ACCESS EASEMENTS, THE 1.0' NON–ACCESS EASEMENTS, AND PUBLIC (WET) DETENTION POND PARCELS "A" AND "B"; AND TO ALL UTILITY PROVIDERS: THE 5' AND 10' UTILITY EASEMENTS; AND TO EMERALD COAST UTILITES AUTHORITY: THE 20' ECUA UTILITY EASEMENTS; AND RESERVE FOR CRIMSON POINTE HOME OWNERS ASSOCIATION: MAIL KIOSK PARCEL "C", AND SIGNAGE PARCELS "D" AND "E"; AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

_____ CRIMSON POINTE DEVELOPERS, INC.
WITNESS A FLORIDA CORPORATION
_____
PRINTED NAME
_____ BY: RONALD JOHNSON
WITNESS ITS: MANAGER
_____
PRINTED NAME

ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ OF CRIMSON POINTE DEVELOPERS, INC., A FLORIDA, CORPORATION, HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES

CERTIFICATE OF ATTORNEY:

I, STEPHEN R. MOORHEAD, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, CHAPTER 2, ARTICLE 5.
SIGNED THIS _____ DAY OF _____, 2019.

_____
STEPHEN R. MOORHEAD
127 PALAFOX PLACE, SUITE 200
PENSACOLA, FLORIDA 32502

ENGINEER'S CERTIFICATE:

I, THOMAS G. HAMMOND, JR., P.E., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR CRIMSON POINTE; ALL PROPOSED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

2/13/19
THOMAS G. HAMMOND, JR., P.E.
PROFESSIONAL ENGINEER #54574
STATE OF FLORIDA

THOMAS GRANT HAMMOND JR. P.E. LICENSE No. 54574 STATE OF FLORIDA PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 12 DAY OF FEBRUARY, 2019

MICHAEL WATTS AUSTIN
PROFESSIONAL SURVEYOR AND MAPPER #5458
STATE OF FLORIDA

KJM LAND PLANNING, LLC.
1616 W. AVERY ST.
PENSACOLA, FL 32501
LICENSED BUSINESS #7919.

MICHAEL WATTS AUSTIN LICENSE No. 5458 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15752 **Growth Management Report** **14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 03/07/2019
Issue: Action Item - Harmony Estates Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Harmony Estates Permit FP# 1901150

That the Board take the following action concerning recording of Harmony Estates (a 44-lot residential subdivision), located in the Cantonment/Farm Hill Community and lying west off County Road 97 and north of W. Kingsfield Road also known as County Road 186. Owner and Developer is TH Harmony Estates (FL) 2018, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final 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 final plat for recording;

B. Approve the street names “Allegra Lane and Cadence Loop”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final 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 the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety, for Streets and Drainage Improvements.

BACKGROUND:

The preliminary plat and construction plans were approved on June 6, 2018. The Escambia County Public Safety Department approved the street names “Allegra Lane and Cadence Loop” on November 8, 2017. Development Services Department inspected the improvements on February xx , 2019 and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement with Surety, Irrevocable Letter of Credit and a Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final Plat. Staff has reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. A Two-Year Warranty Agreement with Surety has been reviewed and approved by Meredith Crawford on February xx, 2019.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

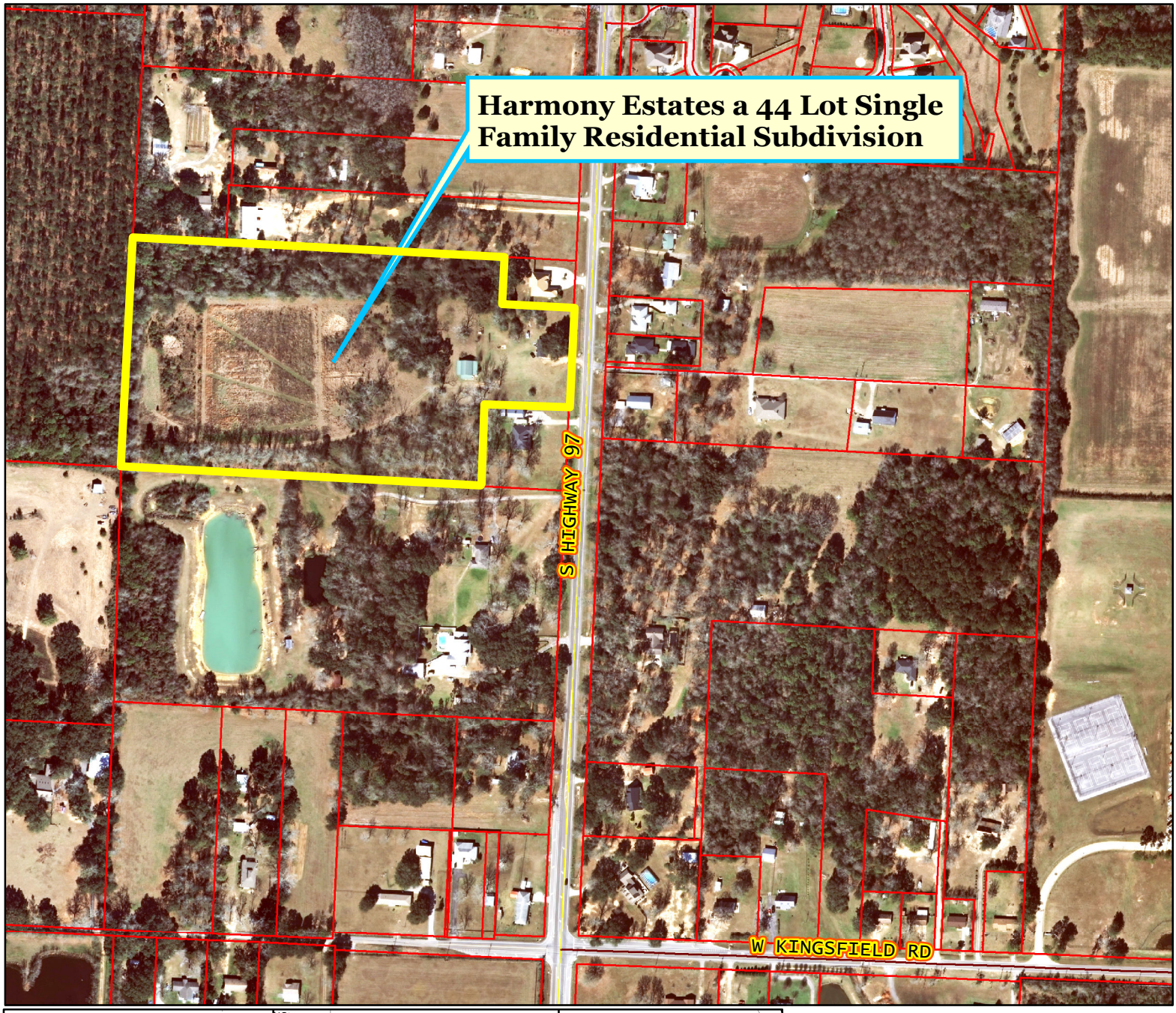
Attachments

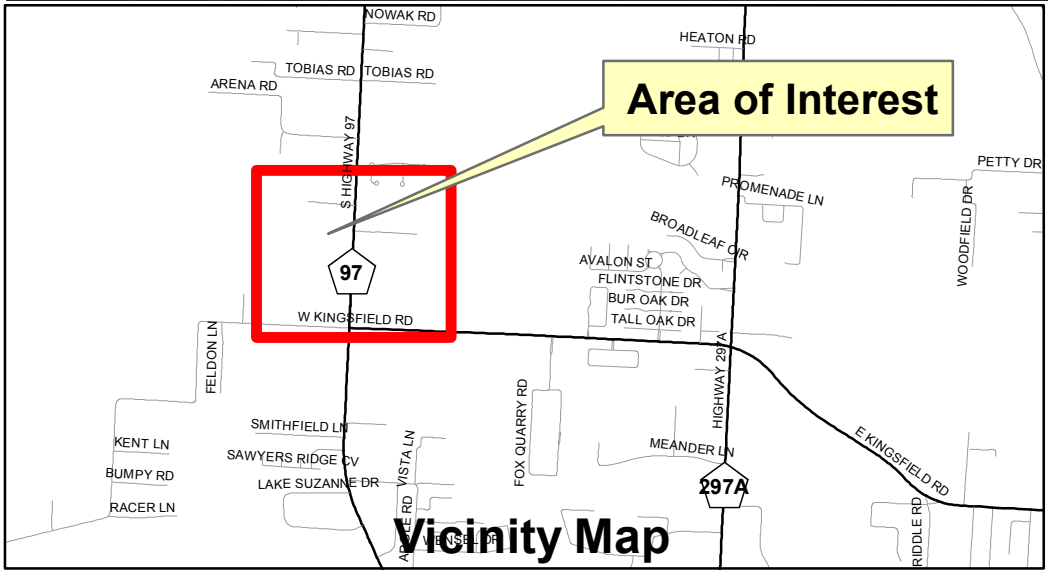
Location/Vicinity Map

Street Name Letter Approval

Infrastructure Maintenance Disclosure Form

Final Plat ~ Harmony Estates
44 Lot Single Family Subdivision









Surveying RGG 2/25/2019

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

November 8, 2017

Street Name Approval Letter

The following names have been submitted for approval:

Cadence Loop
Allegra Lane

The streets are located in:

Harmony Estates

The name was requested by:

Dewberry / Prebble-Rish Inc.

850.760.0336

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Harmony Estates

Lots & Blocks Blk "A" Lots 1-19 Blk "B", Lots 1-15 Blk "C", Lots 1-10 **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure

Type of Infrastructure	Responsible Entity (i.e. Escambia Co., ECUA, Private, Homeowner)	Ownership
Road(s)	Escambia Co.	Public
Bridge(s)	—	N/A
Retention Pond(s)	Escambia Co.	Public
Stormwater Conveyance or Easements (rear yard)	Escambia Co.	Public
Easements between lots (side yard)	Homeowner	Homeowner
Sewer Lift Station Central	— ECUA	Low Pressure System
Sewer System	ECUA	ECUA
Water System	Farm Hill Utilities	Farm Hill Utilities
Gas	Energy Services of Pensacola	Energy Services of Pensacola
Other (i.e. Clubhouse)	Parcel A & B Private	Developer

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Seller's Name

Address

City, State, Zip Code

AS TO SELLER(S):

Seller's Name: Nathan Cox Manager — Witness' Name: David Tillar

Seller's Name: _____ — Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ — Witness' Name: _____

Buyer's Name: _____ — Witness' Name: _____

Effective:

2/21/2019

Subdivision **Harmony Estates**
Engineer **TLW**

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
1	A	low pressure sewage system	ECUA	ECUA
2	A	low pressure sewage system	ECUA	ECUA
3	A	low pressure sewage system	ECUA	ECUA
4	A	low pressure sewage system	ECUA	ECUA
5	A	low pressure sewage system	ECUA	ECUA
6	A	low pressure sewage system	ECUA	ECUA
7	A	low pressure sewage system	ECUA	ECUA
8	A	low pressure sewage system	ECUA	ECUA
9	A	low pressure sewage system	ECUA	ECUA
10	A	low pressure sewage system	ECUA	ECUA
11	A	low pressure sewage system	ECUA	ECUA
12	A	low pressure sewage system	ECUA	ECUA
13	A	low pressure sewage system	ECUA	ECUA
14	A	low pressure sewage system	ECUA	ECUA
15	A	low pressure sewage system	ECUA	ECUA
16	A	low pressure sewage system	ECUA	ECUA
17	A	low pressure sewage system	ECUA	ECUA
18	A	low pressure sewage system	ECUA	ECUA
19	A	low pressure sewage system	ECUA	ECUA
1	B	low pressure sewage system	ECUA	ECUA
2	B	low pressure sewage system	ECUA	ECUA
3	B	low pressure sewage system	ECUA	ECUA
4	B	low pressure sewage system	ECUA	ECUA
5	B	low pressure sewage system	ECUA	ECUA
6	B	low pressure sewage system	ECUA	ECUA
7	B	low pressure sewage system	ECUA	ECUA
8	B	low pressure sewage system	ECUA	ECUA
9	B	low pressure sewage system	ECUA	ECUA
10	B	low pressure sewage system	ECUA	ECUA
11	B	low pressure sewage system	ECUA	ECUA
12	B	low pressure sewage system	ECUA	ECUA
13	B	low pressure sewage system	ECUA	ECUA
14	B	low pressure sewage system	ECUA	ECUA
15	B	low pressure sewage system	ECUA	ECUA

1	C	low pressure sewage system	ECUA	ECUA
2	C	low pressure sewage system	ECUA	ECUA
3	C	low pressure sewage system	ECUA	ECUA
4	C	low pressure sewage system	ECUA	ECUA
5	C	low pressure sewage system	ECUA	ECUA
6	C	low pressure sewage system	ECUA	ECUA
7	C	low pressure sewage system	ECUA	ECUA
8	C	low pressure sewage system	ECUA	ECUA
9	C	low pressure sewage system	ECUA	ECUA
10	C	low pressure sewage system	ECUA	ECUA

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15717 **Growth Management Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/07/2019
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

April 4, 2019

A. 5:45 p.m. - A Public Hearing - Vested Rights Determination - 625 Calhoun Avenue - VRD-2019-01

Summary: To allow a mobile home in the Warrington Overlay

B. 5:46 p.m.- A Public Hearing - Lot Width Ordinance (first of two Public Hearings)

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15687 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Park License and Management Agreements for County Athletic Parks
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Park License and Management Agreements for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Park License and Management Agreements for County athletic parks between Escambia County and volunteer athletic associations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organizations:

1. Five Flags Knights Lacrosse, Inc. at Brent Baseball Park;
2. D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence) Youth Development, Inc. at Mayfair Park; and

B. Authorize the Chairman to sign each Park License and Management Agreement for the same aforementioned volunteer athletic organizations, effective upon Board approval.

BACKGROUND:

The Parks and Recreation Department, at the direction of the Board of County Commissioners, has partnered with volunteer/parent athletic organizations to provide organized recreational sports activities for Escambia County citizens. These organizations successfully provide t-ball, softball, baseball, football, lacrosse, cheerleading, soccer, and flag football activities, benefiting thousands of citizens each year.

The majority of County athletic parks operate under Park License and Management Agreements. Copies of the Park License and Management Agreements have been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Park License and Management Agreements were prepared in conjunction with the County Attorney's Office, and were approved for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for License and Management Agreements for County park property, as well as for the authorization of the Chairman's signature on the Park License and Management Agreements.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department will coordinate all efforts between Escambia County and the athletic organizations.

Attachments

Park L&M Agreements

PARK LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 31st day of March, 2019 by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (County), and Five Flags Lacrosse, Inc. , a Florida Not For Profit Corporation, whose address is 2875 Bay Street, Gulf Breeze, Florida 32563, and Federal Tax Identification Number is 82-4463374.

WITNESSETH:

WHEREAS, the County owns the property known as Brent Baseball Park, located at 4711 N. "W" Street, Pensacola, Florida 32505; and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through recreational activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage recreational activities at the Park for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Park for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in recreational activities and pastimes; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Park would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public recreational and athletic programs at the Park which are controlled by the County; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Park for recreational purposes; and

WHEREAS, this Agreement supersedes any prior agreements.

NOW THEREFORE, the parties agree as follows:

1. PARK USE AND MANAGEMENT. The County licenses the Organization to use and manage the Park with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Park will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Park's various athletic programs for the public's benefit and will organize team athletic events in accordance with the terms in the Agreement. The Organization has priority in scheduling its athletic events and practices at the Park. Any member of the public, who qualifies under applicable Organization rules, may participate in the athletic events.

The Organization may grant preferences to programs designated for youth.

The Organization may charge a fee for participation in the Organization's athletic events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by children without sufficient funds to pay the fees. The Organization shall provide the Recreation Manager with documentation of its allowances for participation in the programs by children unable to otherwise pay the fees. Documentation shall include the number of children receiving financial assistance and the total amount of financial assistance given, per season. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

2. TERM. The term of this Agreement begins on the 31st day of March, 2019, and shall terminate on the 30th day of March, 2020.

3. LICENSE FEE. The Organization agrees to pay to the County a license fee in the amount of one-dollar ($1) per year, payable in advance for the initial agreement term one (1) year. The County acknowledges receipt of one dollar ($1).

4. NOTICES. Notices to the County under the Agreement must be addressed to and mailed or delivered to the following:

TO THE COUNTY:
Escambia County Parks and Recreation Department
Attn: Michael Rhodes
1651 East Nine Mile Road
Pensacola, Florida 32514

TO THE ORGANIZATION:
Five Flags Lacrosse, Inc.
Mark M. Hollis, President and Registered Agent
2875 Bay Street
Gulf Breeze, Florida 32563

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. Within sixty (60) days of execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents, all previous year reports, a list of its current Board of Directors, and a copy of its current bylaws. The Organization agrees to furnish the following annually with the Park License and Management Agreement to the County: certificate of insurance, financial report, player roster, board member roster, coaches roster, monthly board meeting minutes, activity report, documentation showing the number of children receiving financial assistance per season, documentation showing the total amount of financial assistance given per season, a monthly calendar of events, and the Organization's equipment inventory. The Organization agrees to furnish all reports after each season with the exception of non-resident fees, player and coach's roster spreadsheet which is to be submitted by the third week of the season. Failure to provide said documents to the County by March 1 of any year could result in the termination of this Agreement.

A meeting will be scheduled on an annual basis with the Parks and Recreation Director and Recreation Manager and the organization's president and vice-president or treasurer to review all necessary documents referenced above.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organization's compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organization's compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Park exclusively for recreational purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Park, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Development Services Department review and approval; and (d) Escambia County Building Inspections Department review and approval. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and general upkeep of the Park will be carried out year-round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the Organization will maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including, but not limited to, grounds maintenance, facility maintenance, and fence maintenance; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization, the Organization shall be responsible for the repair and must return the facility and equipment to its pre-damaged condition; (c) the Organization is responsible for setting rules and guidelines to prevent against damage, i.e. no throwing or batting balls into the fence; (d) the Organization will promptly pay all water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and other utility bills related to the Park during the term of the Agreement; (e) the County will be responsible for mowing the athletic fields on a weekly basis during the months of March through November; otherwise, the Organization will be responsible for all athletic field maintenance, which may include necessary mowing of athletic fields and providing or applying herbicide, insecticide, or fertilizer to ensure proper turf maintenance; (f) the Organization is responsible for day-to-day maintenance including chalking, dragging, paint lining, adding clay/dirt/sand and otherwise preparing fields for athletic play; (g) the County will be responsible for certain maintenance and repairs related to field lighting and scoreboards as well as irrigation infrastructure and electrical repairs; (h) the Organization is responsible to notify the County as soon as possible of any structural or maintenance issues occurring on the property.

ALL ORGANIZATIONS SHALL OBTAIN PRIOR WRITTEN APPROVAL FROM COUNTY BEFORE UNDERTAKING ANY ACTIVITY ON OR NEAR THE PREMISES THAT MAY ADVERSELY AFFECT ANY ADJACENT RESIDENTIAL OR COMMERCIAL PROPERTY.

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11. **CONCESSIONS.** The Organization may maintain a concession activity for food and drink at the Park as long as the Organization complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages are allowed. The County will not, without the prior approval of the Organization, engage in any competing concession activities, either through its own agents or by the granting of concession privileges to any other person or entity. Income derived from concession activities remain the exclusive property of the Organization and must be used by the Organization to further its activities at the Park and in providing additional improvements for the Organizations' programs. The Organization is responsible for all repairs, maintenance, and certification of all concession equipment owned either by the Organization or by its contracted concessioners. The Organization is responsible for the annual maintenance and certification of any ventilated hood systems and fire extinguishers.

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times, and locations of all of the Organization's Board Meetings and that the meetings are open to the public and to all participating players and their parents or guardians.

15. TOURNAMENTS/PARK-RENTALS/SUCCESSORS/CLINICS/CAMPS. Without prior written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement or to permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. In the event that the Organization wishes to assign the Agreement or to permit the occupancy of the park for any recreational camp, clinic, church event, tournament, or other similar event, prior to scheduling the event, the Organization must notify the County and provide sufficient proof of insurance which names both the entity to which the Organization wishes to assign the Agreement or permit the use of the park and the County as an additional insured. Any unauthorized use of the park by a third-party may result in termination of the Agreement.

16. SCHEDULES. The Organization agrees to provide the County with all league game and practice schedules. The Organization agrees to provide sixty (60) days-notice of season start date. The Organization agrees to notify the County thirty days in advance of any special events and fundraisers. The Organization agrees to provide at the time of submission of the signed lease agreement a proposed annual calendar showing sign up dates, start date of practices, start date of games, and the dates of any special events. It is the responsibility of the Organization to ensure that the County is on written notice of the dates and times for all activities occurring at the Park. Failure to provide the County with a current schedule and to further notify the County of any changes occurring to the schedule may result in termination of the Agreement.

17. TERMINATION. The Agreement may be terminated by the County after thirty (30) days-notice to the Organization without cause and for convenience or with cause, particularly whenever the Park is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

18. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

19. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

20. 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.

21. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. Any consent by the County to any act of assignment or occupancy by a third-party will be held to apply only to the specific transaction authorized. In any event, no assignment or occupancy by a third-party will relieve the Organization of its obligations under the Agreement.

22. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

23. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall procure and maintain:

- Commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars ($1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Sports participation cannot be excluded. The Organization must also require any other organization using the Park for organized events to have "special event" liability insurance.

- Auto liability insurance policy with One Million Dollars ($1,000,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles to include owned, non-owned and hired vehicles. Auto liability may be endorsed under the commercial general liability policy.

The Organization shall procure and maintain required insurance coverage's documented on Certificates of Insurance, which show policies with insurers with a Secure A.M. Best rating and financial rating guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to— *the Recreation Manager, Parks and Recreation Division, 1651 E. Nine Mile Road, Pensacola, Florida 32514.*

Certificates of insurance will be satisfactory to the County with all succeeding coverage's and carriers to be consecutive to prior coverages. Certificates of Insurance must expressly evidence that the Organization's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the

insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

24. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and, agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

25. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Park is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within "thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

26. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Park and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Park.

27. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law.

28. 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. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

29. INTERPRETATION. For purposes of this agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

30. FURTHER DOCUMENTS. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

31. NO WAIVER. The failure of a party 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.

32. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Park or any part of the Park prior to the beginning of the agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

33. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between the County and the Organization.

34. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNED AND DELIVERED BY:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By:_____
LUMON J. MAY, CHAIRMAN

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ORGANIZATION:

_____, a nonprofit corporation authorized to do business in the State of Florida.

By: _____
President or Designee

_____
Witness
Print Name:_____

_____
Witness
Print Name:_____

This document approved as to form and legal sufficiency.
By Meredith Crawford
Title Asst. Co. Atty
Date 2/27/19

PARK LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 31st day of March, 2019 by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (County), and D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence) Youth Development, Inc. , a Florida Not For Profit Corporation, whose address is 3208 W. Gadsden Street, Pensacola, Florida 32505, and Federal Tax Identification Number is 82-5315683.

WITNESSETH:

WHEREAS, the County owns the property known as Mayfair Park located at 701 S. Madison Dr, Pensacola, FL 32505; and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through recreational activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage recreational activities at the Park for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Park for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in recreational activities and pastimes; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Park would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public recreational and athletic programs at the Park which are controlled by the County; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Park for recreational purposes; and

WHEREAS, this Agreement supersedes any prior agreements.

NOW THEREFORE, the parties agree as follows:

1. **PARK USE AND MANAGEMENT.** The County licenses the Organization to use and manage the Park with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the Park will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Park's various athletic programs for the public's benefit and will organize team athletic events in accordance with the terms in the Agreement. The Organization has priority in scheduling its athletic events and practices at the Park. Any member of the public, who qualifies under applicable Organization rules, may participate in the athletic events.

The Organization may grant preferences to programs designated for youth.

The Organization may charge a fee for participation in the Organization's athletic events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by children without sufficient funds to pay the fees. The Organization shall provide the Recreation Manager with documentation of its allowances for participation in the programs by children unable to otherwise pay the fees. Documentation shall include the number of children receiving financial assistance and the total amount of financial assistance given, per season. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

2. TERM. The term of this Agreement begins on the 31st day of March, 2019, and shall terminate on the 30th day of March, 2020.

3. LICENSE FEE. The Organization agrees to pay to the County a license fee in the amount of one-dollar ($1) per year, payable in advance for the initial agreement term one (1) year. The County acknowledges receipt of one dollar ($1).

4. NOTICES. Notices to the County under the Agreement must be addressed to and mailed or delivered to the following:

TO THE COUNTY:
Escambia County Parks and Recreation Department
Attn: Michael Rhodes
1651 East Nine Mile Road
Pensacola, Florida 32514

TO THE ORGANIZATION:
D.R.E.A.M. Youth Development, Inc.
Attn: Tawanna Lewis, President and Registered Agent
3208 W. Gadsden Street
Pensacola, Florida 32505

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. Within sixty (60) days of execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents, all previous year reports, a list of its current Board of Directors, and a copy of its current bylaws. The Organization agrees to furnish the following annually with the Park License and Management Agreement to the County: certificate of insurance, financial report, player roster, board member roster, coaches roster, monthly board meeting minutes, activity report, documentation showing the number of children receiving financial assistance per season, documentation showing the total amount of financial assistance given per season, a monthly calendar of events, and the Organization's equipment inventory. The Organization agrees to furnish all reports after each season with the exception of non-resident fees, player and coach's roster

spreadsheet which is to be submitted by the third week of the season. Failure to provide said documents to the County by March 1 of any year could result in the termination of this Agreement.

A meeting will be scheduled on an annual basis with the Parks and Recreation Director and Recreation Manager and the organization's president and vice-president or treasurer to review all necessary documents referenced above.

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20. 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.

21. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement or permit the occupancy of the Park or any part of the Park, by anyone other than the Organization. Any consent by the County to any act of assignment or occupancy by a third-party will be held to apply only to the specific transaction authorized. In any event, no assignment or occupancy by a third-party will relieve the Organization of its obligations under the Agreement.

22. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

23. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall procure and maintain:

- Commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars ($1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Sports participation cannot be excluded. The Organization must also require any other organization using the Park for organized events to have "special event" liability insurance.

- Auto liability insurance policy with One Million Dollars ($1,000,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles to include owned, non-owned and hired vehicles. Auto liability may be endorsed under the commercial general liability policy.

The Organization shall procure and maintain required insurance coverage's documented on Certificates of Insurance, which show policies with insurers with a Secure A.M. Best rating and financial rating guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to— *the Recreation Manager, Parks and Recreation Division, 1651 E. Nine Mile Road, Pensacola, Florida 32514.*

Certificates of insurance will be satisfactory to the County with all succeeding coverage's and carriers to be consecutive to prior coverages. Certificates of Insurance must expressly evidence that the Organization's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance

coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

24. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and, agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

25. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Park is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within "thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

26. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Park and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Park.

27. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law.

28. 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. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

29. INTERPRETATION. For purposes of this agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

30. FURTHER DOCUMENTS. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this agreement.

31. NO WAIVER. The failure of a party 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.

32. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Park or any part of the Park prior to the beginning of the agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

33. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between the County and the Organization.

34. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNED AND DELIVERED BY:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By:_____
LUMON J. MAY, CHAIRMAN

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ORGANIZATION:

_____, a nonprofit corporation authorized to do business in the State of Florida.

By: _____
President or Designee

_____
Witness
Print Name:_____

_____
Witness
Print Name:_____

This document approved as to form and legal sufficiency.
By DLO Crawford K
Title Asst. Co. Atty
Date 2/27/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15688 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola between Escambia County, Florida, and the City of Pensacola, Florida.

BACKGROUND:

Escambia County and the City of Pensacola agree that providing the City with access and use of Raymond Riddle Park for various youth and adult recreation programs will benefit both Escambia County and City residents by providing a park location for athletic and recreational activities. The City will be responsible for utility costs and other costs associated with activities under their direction during this time frame as noted in the agreement.

BUDGETARY IMPACT:

The Interlocal Agreement will not have a budgetary impact on the county.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed and approved as to legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires that documents such as these be approved by the Board.

IMPLEMENTATION/COORDINATION:

Oversight and any potential implementation of the Interlocal Agreement will be coordinated by Michael E. Rhodes, Director, Parks and Recreation Department.

Attachments

Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT FOR USE OF THE RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, Escambia County owns certain real property located at 1704 North "W" Street, Pensacola, Florida, 32505 (hereinafter referred to as the "Property"); and

WHEREAS, the Property is a currently developed and operated by the County as Raymond Riddle Park, for use by the citizens of Escambia County and by citizens of the City of Pensacola, Florida for recreational purposes; and

WHEREAS, the County desires to allow access and use of the Property by the City during such times as mutually agreed upon by the parties for continued benefit of its citizens; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the City and County enter into this agreement for joint use of the Property and for payment by the City of certain costs as provided herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article 1
Purpose

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for use of the Property and for payment of certain costs for recreational purposes.

Article 2
Responsibilities of the Parties

2.1 The County agrees to allow use and access of the Property by the City of Pensacola Parks and Recreation Department for various youth and adult programs, including but not limited to, baseball, t-ball, soccer, and kickball programs for a term not to exceed one year, unless extended by amendment as provided in paragraph 3.1.

2.2 The City agrees that the Property will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the City's scheduled activities.

2.3 The City agrees that during the term of this Agreement, the City will administer various athletic programs at the Property for the public's benefit and will organize team athletic events in accordance with the terms of this Agreement.

2.4 The City may charge a fee for participation in its events and programs, provided however, that any fee charged cannot exceed anticipated expenses directly associated with its programs.

2.5 The City shall be responsible for all field preparation during its use of the Property, including but not limited to, chalking, dragging, paint lining, adding clay/dirt/sand and otherwise preparing fields for athletic play.

2.6 The City shall be responsible for payment of all monthly utilities during its use of the Property, including but not limited to, water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and

any other utility bills related to the Property during the term of the Agreement.

2.7 The City shall maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including but not limited to grounds maintenance, facility maintenance, and fence maintenance.

2.8 In the event it is determined that damage to the Property has occurred due to abuse or misuse by the City, the City shall be responsible for the necessary repair and must return the Property to its pre-damaged condition.

2.9 The City shall notify the County as soon as possible of any structural or maintenance issues occurring on the Property.

2.10 At all times mutually agreeable to the parties, the City shall be allowed access and use of the Property for recreational purposes.

2.11 Revenue and income derived from the activities of the City or its recreational programs at the property during the term of this Agreement are the exclusive property of the City.

2.12 The City agrees to provide the County with a complete inventory of its equipment and any personal property that is stored at the Property. All equipment or other personal property of the City, which has been placed or maintained at the Property, is at the sole risk of the City. Any City equipment or personal property not removed from the Property within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

2.13 The City may maintain a concession activity for food and drink at the Property during the term of this Agreement as long as the City complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages are allowed. Income derived from the City's concession activities shall remain the exclusive property of the City. The City is responsible for all repairs, maintenance, and certification of all concession equipment owned by either the City or any of its contracted concessioners.

2.14 The City will perform necessary background checks on all coaches or other individuals involved in its recreational programming as required by law.

2.15 The City agrees to provide the County with a monthly calendar of events to include dates of league play and other scheduled programs or activities occurring at the Property during the term of this Agreement.

2.16 The City agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The City shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services or allow participation in programs provided by the City.

Article 3
General Provisions

3.1 Term: This agreement shall commence on the Effective Date, as provided in paragraph 3.15, and continue for a term of one year, unless otherwise terminated as provided herein. No less than ninety (90) days before the expiration of this Agreement the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.

3.2 Termination: This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice.

3.3 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a 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 tortuous acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

3.4 Insurance: Each party shall insure its own interests through appropriate insurance policies of through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.5 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public

pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.6 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.7 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.

3.8 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.

3.9 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 either party 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, it shall immediately notify the other party and request clarification of the 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.

3.10 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:
Attn: Mr. Michael Rhodes
Escambia County
Parks and Recreation Dept.
1651 East Nine Mile Road
Pensacola, FL 32514

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY:
Attn: Mr. Brian Cooper
City of Pensacola
Parks and Recreation Dept.
222 West Main Street
Pensacola, FL 32502

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.14 No Waiver: The failure of a party 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.

3.15 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

COUNTY:
Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court Date: _____

By: _____
Deputy Clerk

(Seal)

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: C.Crawford, ACA
Date: 2/15/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15701 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Noise Waiver for the CNG Spring Auto Show
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the CNG Spring Auto Show - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the CNG Spring Auto Show, to include music and vehicle bass, being held at 113 Massachusetts Avenue, Pensacola, Florida, on Sunday, March 10, 2019, from 7:00 a.m., to 7:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escmabia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013 the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has the authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the equak protection clause, so long as the division created is rationally

related to a legitimate government objective. Again, on January 16, 204 the BCC of Escambia County adopted Escambia County Ordinance number 2014-5 defining the core are of Santa Rosa Island and providing two different noise regulation standards fot the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available inforamtion to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sherriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

MrSandman850@gmail

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 190238445E	
Building Permit Number:	
Approved By:	Date:

Applicant: Kerri Curry	Phone Number: (850) 485-6245	
Owner's Name: Luis Gonzales	Phone Number:	
Owner's Address: 113 Massachusetts Ave		
City: Pensacola FL	State: ~~32505~~ FL	Zip Code: 32505
Job Address:		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: March 10, 2019	*Description of Activity:* Car Show (Bass) CNG Spring Auto Show
Beginning Time: 7:00 am *Ending Time:* 7:00 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 2-20-19
Applicant Signature:	

$182.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15697 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Section 10-11, 10-14 and 10-18 of the Escambia County Code of Ordinances
From: JOHN ROBINSON, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Volume 1, Chapter 10, Article I, Section 10-11(c), Section 10-14(g),and Section 10-18 of the Escambia County Code of Ordinances, Regarding Animal Control - Tim Tolbert, Building Official/Department Director

That the Board authorize the scheduling of a Public Hearing for April 4th, 2019, at 5:31 p.m., for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Section 10-11, Section 10-14, and Section 10-18, of the Escambia Code of Ordinances, regarding Animal Control.

BACKGROUND:

The Escambia County Disability Awareness Committee voted to recommend that Staff amend Escambia County Ordinance Sections 10-11, 10-14 and 10-18. The recommendation asks that references to ***"blind or hearing Impaired"*** be removed and replaced with ***"persons with disabilities".*** It is important to put the person first and recognize the individuality of a person who has a disability rather than referring to the person as the disability.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford. The proposed Ordinance will be advertised in the Saturday Edition of the ***Pensacola News Journal*** on March 9, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance Update

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, ANIMAL CONTROL, SUBSECTION 10-11(C), EXCEPTIONS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, DANGEROUS DOGS, SUBSECTION 10-14(G), EXEMPTIONS; AND AMENDING CHAPTER 10, ARTICLE I, SECTION 10-18 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, ANIMALS TRAINED TO ASSIST THE BLIND, DISABLED AN HEARING-IMPAIRED ALLOWED IN PUBLIC PLACES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to provide protection for, regulate, and control animals in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety and welfare of the public by providing protection for, regulation and control of animals in the County; and

WHEREAS, the Escambia County Animal Services Division has identified areas where greater efficiencies may occur in the administration of animal services; and

WHEREAS, Escambia County recognizes the individuality, equality, and dignity of people with disabilities; and

WHEREAS, Escambia County recognizes that people with disabilities are entitled to equal access to programs, services, activities and other rights and may not be discriminated against solely because that person has a disability and is accompanied by a service animal; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to revise the animal control ordinance serves an important public purpose.

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

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

DRAFT

Section 2. Volume 1, Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances, *Animal Control*, Subsection 10-11(c), *Exceptions*, is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

(c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:

(1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.

(2) Animals trained to assist a person with a disability ~~the blind or hearing impaired~~, provided such animal is in the company of such person.

(3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately-owned areas.

(4) The transportation of animals by airlines at the airport in the county.

(5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.

(6) Designated portions of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority as provided in section 10-25.

(7) Designated portions of Perdido Key under the jurisdiction of the county as provided in section 10-26.

(8) Animals in lawful permitted dog-friendly dining establishments.

Section 3. Volume 1, Chapter 10, Article I, Section 10-14 of the Escambia County Code of Ordinances, *Dangerous Dogs*, Subsection 10-14(g), *Exemptions*, is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

(g) Exemptions.

(1) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in such legal procedures but are at all other times and in all respects subject to this section. Dogs that have been classified as dangerous may not be used for hunting purposes.

(2) Dogs that are owned, or the service of which are employed, by a law enforcement agency, are exempt from this section.

(3) Any dog used as a service dog for a person with a disability ~~blind, hearing impaired, or disabled persons~~ that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has

DRAFT

a current rabies vaccination that was administered by a licensed veterinarian.

Section 4. Volume 1, Chapter 10, Article I, Section 10-18 of the Escambia County Code of Ordinances, *Animals trained to assist the blind, disabled an hearing-impaired allowed in public places*, Subsection 10-11(c)(2) is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-18. - Animals trained to assist a person with a disability ~~the blind, disabled and hearing-impaired~~ allowed in public places.

It shall be a violation of this chapter for any person owning, operating, or maintaining any public place of business or conveyance into which the general public is invited for any business purpose to exclude therefrom any animal which has been trained to assist a person with a disability ~~the blind, disabled and/or hearing impaired~~, provided that such animal is in the company of the person it is assisting. Violation of this section shall be a civil infraction punishable pursuant to section 10-23.

Section 5. 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 6. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. Effective Date.

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

DONE AND ENACTED this ___ day of_____, 2019**.**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

DRAFT

(SEAL)

Enacted:

Filed with Department of State:

Effective:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15748 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Community Redevelopment Agency Meeting Minutes, February 7, 2019
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 7, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On March 7, 2019 the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes_February2019

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 7, 2019
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Doug Underhill, Commissioner, District 2
	Robert Bender, Commissioner, District 4
	Steven Barry, Commissioner, District 5
	Jeff Bergosh, Commissioner, District 1
Staff Present:	Alison Rogers, County Attorney
	Amy Lovoy, Interim County Administrator
	Tonya Green, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant

Call to Order. 9:01 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 18, 2018 Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie

Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1701 Gulf Beach Highway - Tonya Green, Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of November 30, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1701 Gulf Beach Highway:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of $5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a replacement of windows; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

2 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 424 Gibbs Road - Tonya Green, Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of October 18, 2018, concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 424 Gibbs Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a electrical rewiring upgrade; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

3 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following eighteen Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 8 Elegans Avenue, Barrancas Redevelopment District, each in the amount of $4,043 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

2. The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 9 Rosea Drive, Barrancas Redevelopment District, each in the amount of $4,335 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;

3. The Agreements between Escambia County CRA and Marilyn R. Mulvey, owner of residential property located at 602 Lakewood Road, Barrancas Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

4. The Agreements between Escambia County CRA and Ladybug Ventures, LLC, owner of residential property located at 4 Greve Road, Warrington Redevelopment District, each in the amount of $5,705 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

5. The Agreements between Escambia County CRA and Patricia L. Greene, owner of residential property located at 309 Payne Road, Warrington Redevelopment District, each in the amount of $2,700 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

6. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of $2,397 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

7. The Agreements between Escambia County CRA and James C. and Cheryl I.

Tellefson, owners of residential property located at 308 Bryant Road, Warrington Redevelopment District, each in the amount of $5,640 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

8. The Agreements between Escambia County CRA and Norman D. and Virginia A. Boyd, owners of residential property located at 601 Pelham Road, Warrington Redevelopment District, each in the amount of $2,750 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

9. The Agreements between Escambia County CRA and David Joe Marcum and Sandra Elaine Klihnl Marcum, owners of residential property located at 116 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of $5,950 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

10. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of $2,707 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

11. The Agreements between Escambia County CRA and David Toellner, owner of residential property located at 310 Payne Road, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

12. The Agreements between Escambia County CRA and Anthony B. and Michael J. Bosso, owners of residential property located at 110 Shasta Road, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, electrical rewiring upgrade and central heating and air conversion;

13. The Agreements between Escambia County CRA and Jerry R. and Jan M. Robbins, owners of residential property located at 209 Baublits Road, Warrington Redevelopment District, each in the amount of $3,750 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

14. The Agreements between Escambia County CRA and Ronald F. and Joan P. Olmstead, owners of residential property located at 17 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $4,133 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and replacement windows;

15. The Agreements between Escambia County CRA and Michael J. Bosso, owner of residential property located at 116 South Second Street, Warrington Redevelopment District, each in the amount of $4,709 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

16. The Agreements between Escambia County CRA and Phillip A. and Cheryl E. Pollock, owners of residential property located at 222 Payne Road, Warrington Redevelopment District, each in the amount of $4,020 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade and central heating and air conversion;

17. The Agreements between Escambia County CRA and Lavada Jean Walden, owner of residential property located at 220 Betty Road, Barrancas Redevelopment District, each in the amount of $4,462 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

18. The Agreements between Escambia County CRA and Gary S. Slocum, owner of residential property located at 6 Earl Court, Warrington Redevelopment District, each in the amount of $3,502 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

4 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of eighteen 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**
Geoffrey M. Brown	26 Kennington Drive	$1,995
Susan A. Burroughs	214 Bill Place	$1,950
Cheryl R. Cooksey	314 Bryant Road	$3,909
Lori Cooper	212 Brown Road	$4,045
Lynwood V., Jr. and Vicki A. Fletcher	632 Lakewood Road	$6,000
John T. Harp	1103 North Old Corry Field Road	$5,036
Cheryl J. Holbert	208 West Sunset Avenue	$1,760
Mary Gail Parkton	8424 Forge Place	$3,000
Connie Rossvanes	811 Gordon Avenue	$6,000
Glen C. Sefcik	307 Lakewood Road	$4,537

Daniel E. and Catherin M. Storey	507 Northwest Syrcle Drive	$2,050
Marjory Tandy	308 Ruberia Avenue	$2,750
Travelstar Properties, LLC	513 Lakewood Road	$2,900
Ren and Sheng Enterprises, LLC	508 Edgewater Drive	$4,448
Susan W. Combs	610 Chaseville Street	$3,650
Grace R. Amell	3219 Bayshore Square	$5,934
Vernon T. Washington	3400 Hernandez Street	$2,520
Gary J. Langhammer and Mallie W. Langhammer	15 Lieutenant Street	$2,660

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

5 Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following two Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipients have met their one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Eugene S. Kerr	3912 Barrancas Avenue	$9,998
Nedal Mohammad	3706 Navy Boulevard	$10,000

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15721 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: 5:32 p.m. Public Hearing Request - Bradfield Subdivision Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Bradfield Subdivision Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on April 4, 2019, at 5:32 p.m., to consider adoption of an Ordinance creating the Bradfield Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property developer of Bradfield Subdivision has submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of parcels in the subdivision.

The Bradfield lighting district plan proposal:
* 62 assessable lots located in Commission District 5
* 20 street lights/poles in initial plan
* Assessments estimated to be $191 in year 1 (includes a reserve and 18 mos of cost) and $116 in year 2

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.

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-15722 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: 5:33 p.m. Public Hearing Request - Seagrass Point Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Seagrass Point Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on April 4, 2019, at 5:33 p.m., to consider adoption of an Ordinance creating the Seagrass Point Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property developer of Seagrass Point has submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of parcels in the subdivision.

The Seagrass Point lighting district plan proposal:
* 53 assessable lots located in Commission District 1

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.

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-15741 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: The Human Services Appropriations Committee
From: AMY LOVOY, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Human Services Appropriations Committee - Amy Lovoy, Interim County Administrator

That the Board abolish the Human Services Appropriations Committee. Per Tom Hilton, Chief Financial Officer, United Way of Escambia County, with the consolidation of Escambia County's HSAC process into the United Way of Escambia County's Community Investment process several years ago, there is no need for the County to solicit Escambia County residents to staff the County's HSAC process.

BACKGROUND:

The Human Services Appropriations Committee (HSAC) was maintained by the United Way of Escambia County, Inc. The purpose of the HSAC was to review agency funding requests to Escambia County and the City of Pensacola and to make funding recommendations individually to both bodies in accordance with policy and procedure agreements with each.

Per Tom Hilton, Chief Financial Officer, United Way of Escambia County, with the consolidation of Escambia County's HSAC process into the United Way of Escambia County's Community Investment process several years ago, there is no need for the County to solicit Escambia County residents to staff the County's HSAC process.

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

Letter from Tom Hilton

United Way of Escambia County

1301 West Government Street
Pensacola, FL 32502

Phone (850) 434-3157
Fax (850) 444-7117

www.unitedwayescambia.org

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Chair

Jack Lowrey, Jr.
Chair Elect

Tammy Davies
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Patrice Whitten
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UNITED WAY STAFF LEADERSHIP
Laura Gilliam
President/CEO

Tom Hilton
Chief Financial Officer

DIRECTORS
Kelly Jasen
Development Director

Melissa Lewis
Director of Operations

Mike Martin
Director of 2-1-1

Jonathon Potrzeba
Director of Marketing

February 22, 2019

Judy Witterstaeter
Agenda Program Coordinator
County Administrator's Office

Judy,

Per our discussion, with the consolidation of Escambia County's Human Services Appropriations Committee (HSAC) process into the United Way of Escambia County's Community Investment (CI) process several years ago, there is no need for the County to solicit Escambia County residents to staff the County's HSAC process. We currently already solicit County residents to staff our CI process for the evaluation of agency applications, and using the current (CI) process eliminates the need for local agencies to prepare multiple applications for funding.

Sincerely,

Tom Hilton
Chief Financial Officer
United Way of Escambia County

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15696 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: CareerSource Escarosa Local Workforce Development Area Designation
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Local Workforce Development Area Designation - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Approve the redesignation of the Local Workforce Development Area 1 to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to other core programs at the community level; and

B. Approve and authorize the Chairman to sign the Application for Subsequent Local Workforce Development Area Designation.

BACKGROUND:

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Govenor must re-designate local workforce development areas (LWDA) after consultation with the State Workforce Board, local chief officials (CEOs) and local workforce development boards.

As required under section 106 of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Florida will grant subsequent designation of a local area if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity. Additionaly, every two years, CareerSource Florida must certify each local board as required under section 107, WIOA.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has reviewed and approved by Assistant County Attorney, Kia Johnson as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity Act (WIOA), (Pub. L. 113-128, Section 107).

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated services with the Department of Neighborhood & Human Services in the submission of this recommendation.

Attachments

CareersourceWorkforce Dev_March2019

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

January 24, 2019

Commissioner Lumon J. May, Chairman
Board of County Commissioners
Escambia County, Florida
221 Palafox Place
Pensacola, FL 32502

Dear Commissioner May:

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must re-designate local workforce development areas (LWDA) after consultation with the State Workforce Board, local chief elected officials (CEOs) and local workforce development boards.

Career Source Escarosa requests that the Board of County Commissioners approve the re-designation of LWDA 1 to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to other core programs at the community level.

The Board of County Commissioners of Escambia County initially designated LWDA 1 on June 30, 2015.

Sincerely,

Sheryl Rehberg

Sheryl Rehberg
Chief Executive Officer

SR/js

Attachments

APPLICATION FOR SUBSEQUENT LOCAL WORKFORCE DEVELOPMENT AREA DESIGNATION

LOCAL WORKFORCE AREA INFORMATION	
NAME OF LOCAL AREA: Career Source Escarosa	
LWDB NUMBER: 01	
DATE OF SUBMISSION:	
CONTACT PERSON NAME: Sheryl Rehberg	PHONE: 850-473-0939 EMAIL ADDRESS: Srehberg@careersourcescarosa.com

PERFORMED SUCCESSFULLY

THE TERM "PERFORMED SUCCESSFULLY" MEANS THE LOCAL WORKFORCE DEVELOPMENT AREA MET OR EXCEEDED THE ADJUSTED LEVELS OF PERFORMANCE FOR PRIMARY INDICATORS OF PERFORMANCE FOR THE LAST TWO CONSECUTIVE YEARS FOR WHICH DATA ARE AVAILABLE, AND THE LOCAL AREA HAS NOT FAILED THE SAME INDIVIDUAL MEASURE FOR THE LAST TWO CONSECUTIVE PROGRAM YEARS.

SUSTAINED FISCAL INTEGRITY

THE TERM "SUSTAINED FISCAL INTEGRITY" MEANS THAT THE SECRETARY OF LABOR HAS NOT MADE A FORMAL DETERMINATION, DURING EITHER OF THE LAST TWO CONSECUTIVE YEARS PRECEDING THE DETERMINATION REGARDING SUCH INTEGRITY, THAT EITHER THE GRANT RECIPIENT OR THE ADMINISTRATIVE ENTITY OF THE AREA HAS MISEXPENDED FUNDS PROVIDED.

BY SIGNING BELOW, THE LOCAL CHIEF ELECTED OFFICIAL AND THE LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR CERTIFY THAT THE LOCAL AREA HAS PERFORMED SUCCESSFULLY AND SUSTAINED FISCAL INTEGRITY FOR SUBSEQUENT DESIGNATION OF THE EXISTING LOCAL AREA.

LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR
NAME: Sheryl Rehberg
SIGNATURE: Sheryl Rehberg
DATE: 01.24.19

LOCAL CHIEF ELECTED OFFICIAL	
NAME AND TITLE: Lumon J. May, Chairman Board of County Commissioners Escambia County, Florida	COUNTY:
SIGNATURE:	DATE:

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kia M. Johnson

Date: 2/20/2019

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

MEMORANDUM

DATE: January 16, 2019

TO: Local Workforce Development Board (LWDB) Executive Directors

FROM: Shila A. Salem, Chief, One-Stop Program Support

SUBJECT: Local Workforce Development Area Designation and Local Board Composition & Certification

The purpose of this memorandum is to inform Local Workforce Development Boards of the upcoming due date to submit applications for Subsequent Local Workforce Development Area Designation and Local Board Composition Rosters. As required under section 106 of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Florida will grant subsequent designation of a local area if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity. Additionally, every two years, CareerSource Florida must certify each local board as required under section 107, WIOA.

Please refer to the authority section in the table below for details on the requirements for each of these actions. Applications for Subsequent Local Workforce Development Area Designation and Local Board Composition Rosters and are due on or before close of business **April 15, 2019**. Submit the completed documents to the email addresses below. Contact Trina Travis at (850) 245-7446 with questions related to these requirements.

Action	Authority	Submit to
1. Complete the Application for Subsequent Local Workforce Development Area Designation	Sec. 106, WIOA CareerSource Florida Administrative Policy 94	WIOA@deo.myflorida.com
2. Complete the Local Board Composition Roster	Sec. 107, WIOA CareerSource Florida Administrative Policy 91	Trina.Travis@deo.myflorida.com

SAS/tt

Attachments: Local Board Composition Roster
Application for Subsequent Local Workforce Development Area Designation

cc: Katie Crofoot Trina Travis Casey Penn

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CareerSource FLORIDA Administrative Policy	Policy Number 94

Title:	**Local Workforce Development Area Designation**
Program:	**Workforce Innovation and Opportunity Act**
Adopted:	**March 20, 2017**
Effective:	**March 20, 2017**

I. PURPOSE AND SCOPE

The purpose of this policy is to outline the process for new and subsequent area designation for local workforce development boards (LWDBs) under the Workforce Innovation and Opportunity Act (WIOA).

II. BACKGROUND

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must designate local workforce development areas after consultation with the State Workforce Board (SWB), local chief elected officials (CEO) and LWDBs.

WIOA requires that the Governor approve a request for initial designation as a local workforce development area from any area that was designated as a local workforce development area for purposes of the Workforce Investment Act (WIA) of 1998 for the two-year period preceding the enactment of WIOA, provided the area performed successfully and sustained fiscal integrity.

III. AUTHORITY

Workforce Innovation and Opportunity Act (Pub. L. 113-128, Section 106, 107 and 116)

Training and Employment Guidance Letter (TEGL No. 19-14), *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*, February 19, 2015

Training and Employment Guidance Letter (TEGL) No. 27-14, *Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions*, April 15, 2015

Training and Employment Guidance Letter (TEGL) No. 10-16, *Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III and Title IV Core Programs*, December 19, 2016

20 CFR 679.230-679.260; 20 CFR 683.630(a); 20 CFR 683.640; 20 CFR 677.205-677.210

IV. POLICIES AND PROCEDURES

The purpose of the local workforce development area is to serve as the jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at a community level. The Governor shall approve a request for designation of an area from a unit of general local government as a local workforce development area in accordance with the process and considerations outlined in WIOA Section 106b(1)(A) and (B).

Under the authority granted to states in WIOA Section 106(b)(2), each of Florida's existing local workforce investment areas that were operating in accordance with WIA were automatically granted an initial designation as a local workforce development area. This initial designation became effective July 1, 2015 and will expire on June 30, 2017.

1. New Area Designation

The Governor may approve a request at any time for designation as a local workforce development area from any unit of general local government, including a combination of such units, if the SWB recommends designation after determining that the area:

a. Is consistent with local labor market areas;
b. Has a common economic development area; and
c. Has the Federal and non-Federal resources, including appropriate education and training institutions, to administer activities under WIOA subtitle B.

If local representatives have concluded that a new local workforce development area is needed, the CEOs shall make a request to the Department of Economic Opportunity (DEO) and CareerSource Florida. The new designation request requires the following steps:

a. A completed request that addresses the required designation criteria as described in WIOA Section 106:

    i. Consistency with local labor market areas.

    ii. Has a common economic development area.

iii. Has the federal and non-federal resources, including appropriate education and training institutions, to administer activities under the Youth, Adult and Dislocated Worker formula programs.

b. The request must contain the signature of all of the CEOs of the units of local government that will make up the new local workforce development area, to demonstrate that the request is the consensus of all the units of local government involved.

c. A statement of how the proposed new area designation will impact those other workforce areas from which it is withdrawing. It should be understood by any county, city or combination of such seeking designation, that the new area will only secure the formula allocated funds for each WIOA funding stream based on the formula factors as defined by WIOA.

d. CareerSource Florida will review all public comments received and include those comments in the recommendation packet for approval or disapproval of local workforce development area designations to the Governor.

e. CareerSource Florida will submit its recommendation to the Governor within ten business days of CareerSource Florida decision.

f. The final decision rests with the Governor (or designee) and shall be made no later than six weeks prior to the beginning of the new program year (July 1st).

Additionally, the Governor may re-designate a local workforce development area if the re-designation has been requested by a local workforce development area and the Governor approves the request.

2. Subsequent Designation

Local workforce development areas that receive an initial designation shall be granted a ***subsequent designation*** if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity, and in the case of a local workforce development area in a planning region, met the regional planning requirements as described in WIOA Sec. 106(c)(1). The process for a local area to submit a subsequent designation request is outlined below:

a. The CEOs must submit a request for subsequent designation (Attachment A) to CareerSource Florida and DEO every two years beginning July 1, 2017. The completed form must be submitted via email to: WIOA@deo.myflorida.com. The application to request subsequent designation is due by April 15 of the renewal year.

b. DEO and CareerSource Florida will review the request submitted to verify that the stated requirements were met. The submissions will be made available for public review at www.careersourceflorida.com/wioa for a period not to exceed ten days.

c. After the receipt and review of public comment, CareerSource Florida will review the submissions along with any public comments received, and make recommendations to the Governor regarding the local workforce development area's subsequent designation.

d. Each local workforce development area will be notified of the Governor's designation decision within ten business days of receipt by DEO and CareerSource Florida.

The Governor may review a local workforce development area at any time to evaluate whether that area continues to meet the requirements for subsequent designation. Additionally, the Governor must review a local workforce development area before submitting the State Plan during each four-year State planning cycle to evaluate whether the area continues to meet the requirements for subsequent designation.

3. Performed Successfully

For the purpose of determining subsequent local workforce development area designation, the term "**performed successfully**" means the local workforce development area met or exceeded the adjusted levels of performance for primary indicators of performance for the last two consecutive years for which data are available, and that the local area has not failed the same measure for the last two consecutive program years.

4. Sustained Fiscal Integrity

Sustained Fiscal Integrity for all program years means the Secretary of the United States Department of Labor has not made a formal determination that either the grant recipient or the administrative entity of the area misexpended funds due to willful disregard of the requirements of the provision involved, gross negligence or failure to comply with accepted standards of administration for the two-year period preceding the determination.

V. APPEAL PROCEDURES FOR DENIAL OR OTHER ADVERSE ACTION(S) PERTAINING TO LOCAL WIOA AREA DESIGNATION

If the Governor denies a local area designation or makes a decision related to designation that adversely affects an area, the unit of general local government or grant recipient may submit an appeal to CareerSource Florida. The appeal procedures are as follows:

1. State Appeal Procedures

a. The request for appeal must be sent by certified mail, return receipt to the President, CareerSource Florida, Inc. c/o the Department of Economic Opportunity, Attention: OSPS Program Management Unit, MSG-229, 107 East Madison Street, Tallahassee, FL 32399 and/or email the request for appeal to WIOA@deo.myflorida.com. The request must include the name of the contact person and the address where official notices are to be mailed. The appeal request must be legible, written/typed clearly and

concisely, and include the title "**REQUEST FOR APPEAL**" at the top of the first page in all capital letters. The written/typed appeal must specifically state why the designation as a WIOA local workforce development area should be approved. The request shall be no longer than five pages. (Exhibits and attachments are not included in the five-page limit.)

b. As specified in WIOA Regulations, 20 CFR 683.630(a)(2), CareerSource Florida must provide an opportunity for a hearing and prescribe appropriate time limits to ensure prompt resolution of the appeal. CareerSource Florida must conduct a hearing and make a determination of designation within 60 calendar days of receipt of the request. At least ten calendar days prior to the hearing, the designated local contact person shall receive by certified mail, return receipt, a written/typed notice of the hearing from CareerSource Florida.

c. The notice shall inform the local contact/board of the following:

   i. The date, time, and place of the hearing;

   ii. The reason the WIOA local workforce development area designation was denied, including the pertinent sections of the WIOA and any federal regulations involved;

   iii. That the affected parties that they may present witnesses or documentary evidence at the hearing;

   iv. That the affected parties that they may be represented at the hearing by an attorney or other representative;

   v. That the parties are entitled to a written/typed decision of findings to be issued within 30 calendar days after the date of the hearing; and

   vi. That the local area has the right to appeal to the Secretary of the United States Department of Labor (USDOL).

2. Federal Appeal Procedures

a. If the appeal does not result in a designation, the appellant may request a review by the Secretary of USDOL to determine if procedural rights were granted or if the minimum criteria of WIOA Section 106(b)(2) or Section 106(b)(3) were met. This appeal must be filed no later than 30 days after receipt of written notification of the denial from CareerSource Florida, and must be submitted by certified mail, return receipt requested to: Secretary, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, DC 20210, Attention: ASET. A copy of the appeal must be provided to CareerSource Florida at the same time it is sent to USDOL.

b. The appellant must establish that it was not accorded procedural rights under the appeal process set forth in the State Plan or that it meets the requirements for designation as specified in WIOA.

c. The USDOL Secretary may consider any comments submitted in response by CareerSource Florida. If the USDOL Secretary determines that the appellant has met its burden of establishing that it was not accorded procedural rights under the appeal process or that it met the requirements for designation in WIOA, the Secretary may require that the area be designated a local area. The Secretary must issue a written decision to the Governor and the appellant.

VI. DEFINITIONS

Initial Designation – The period of initial designation applies to July 1, 2015 through June 30, 2017.

Subsequent Designation – The period of subsequent designation applies to program years 2017 and beyond.

New Designation – Creation of a new local area.

VII. ATTACHMENT

Attachment A – Application for Subsequent Local Workforce Development Area Designation

WIOA PRIMARY INDICATORS OF PERFORMANCE

LWDA 01 Program Year (PY) 2017 - 2018 July 1, 2017 – June 30, 2018	PY 2017 Actual Performance	PY 2017 Performance Targets	PY 2017 Achievement Level	PY 2018 Performance Targets
Adults:				
Employed 2nd Quarter After Exit	92.80%	88.00%	105.45%	86.00%
Employed 4th Quarter After Exit	93.20%	83.00%	112.29%	82.50%
Median Wage 2nd Quarter After Exit	$8,338.00	$7,850.00	106.22%	$6,850.00
Credential Attainment *	77.80%	N/A	N/A	90.00%
Dislocated Workers:				
Employed 2nd Quarter After Exit	72.20%	83.00%	86.99%	85.00%
Employed 4th Quarter After Exit	75.00%	79.00%	94.94%	79.00%
Median Wage 2nd Quarter After Exit	$7,464.00	$6,850.00	108.96%	$6,600.00
Credential Attainment *	54.50%	N/A	N/A	90.00%
Youth Common Measures:				
Education and Employment Rate 2nd Quarter After Exit	89.00%	74.00%	120.27%	75.00%
Education and Employment Rate 4th Quarter After Exit	81.40%	69.00%	117.97%	70.00%
Credential Attainment *	90.20%	N/A	N/A	75.20%
Wagner-Peyser:				
Employed 2nd Quarter After Exit	65.80%	63.00%	104.44%	62.00%
Employed 4th Quarter After Exit	66.40%	64.00%	103.75%	64.00%
Median Wage 2nd Quarter After Exit	$4,645.00	$4,850.00	95.77%	$4,300.00

Not Met (less than 90% of target)
Met (90-100% of negotiated)
Exceeded (greater than 100% of negotiated)

COMMON MEASURES

2016 - 2017 FLORIDA WORKFORCE COMMON MEASURES – LWDA 01 PERFORMANCE
PY 2016-2017: July 1, 2016 – June 30, 2017 Outcomes

	Common Measures	Performance PY 2016-2017	PY 2016-2017 Performance Goals	% of PY 2016-2017 Performance Goal Met	PY 2017-2018 Negotiated Goals	Potential % of PY 2017-18 Goal Met (Based on current performance)
	Adults:					
1	Employed 2nd Quarter After Exit	88.56%	86.00%	102.98%	88.00%	100.64%
2	Employed 4th Quarter After Exit	83.33%	82.00%	101.63%	83.00%	100.40%
3	Median Wage 2nd Quarter After Exit	$8,089.00	$7,550.00	107.14%	$7,850.00	103.04%
	Dislocated Workers:					
4	Employed 2nd Quarter After Exit	81.82%	80.00%	102.27%	83.00%	98.58%
5	Employed 4th Quarter After Exit	83.33%	76.00%	109.65%	79.00%	105.49%
6	Median Wage 2nd Quarter After Exit	$7,520.00	$6,550.00	114.81%	$6,850.00	109.78%
	Youth Common Measures:					
7	Employed 2nd Quarter After Exit	71.55%	73.00%	98.02%	74.00%	96.69%
8	Employed 4th Quarter After Exit	73.78%	66.00%	111.79%	69.00%	106.93%
	Wagner-Peyser:					
9	Employed 2nd Quarter After Exit	58.47%	61.00%	95.85%	63.00%	92.81%
10	Employed 4th Quarter After Exit	57.48%	63.00%	91.23%	64.00%	89.81%
11	Median Wage 2nd Quarter After Exit	$5,012.00	$4,550.00	110.15%	$4,850.00	103.34%

Not Met (less than 90% of negotiated)
Met (90-100% of negotiated)
Exceeded (greater than 100% of negotiated)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Workforce Escarosa, Inc. dba CareerSource Escarosa

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities and the General Fund of Workforce Escarosa, Inc. dba CareerSource Escarosa (CareerSource Escarosa) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise CareerSource Escarosa's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of CareerSource Escarosa as of June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis as required by the Uniform Guidance, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2018, on our consideration of CareerSource Escarosa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CareerSource Escarosa's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
September 20, 2018

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Workforce Escarosa, Inc. dba CareerSource Escarosa

Report on the Financial Statements
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Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of CareerSource Escarosa as of June 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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Accounting principles generally accepted in the United States of America require that management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated December 21, 2017, on our consideration of CareerSource Escarosa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CareerSource Escarosa's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
December 21, 2017

2017-18 Financial Compliance Monitoring Report

CareerSource Escarosa
Local Workforce Development Board No. 01

Bureau of Financial Monitoring and Accountability
Florida Department of Economic Opportunity

August 24, 2018

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
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FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

2017-18 Financial Compliance Monitoring Report
CareerSource Escarosa
Local Workforce Development Board No. 01
Period Reviewed: July 1, 2017 – March 31, 2018

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I. INTRODUCTION AND MONITORING APPROACH

As set forth in the following authoritative publications, annually the Department of Economic Opportunity (DEO) is required to perform monitoring of its subrecipients:

- Workforce Innovation and Opportunity Act (WIOA), Section 184
- 31 USC 7502(f)(2)(B), Single Audit Act Amendments of 1996, (Pub. L.104-156)
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 20 CFR 667, Administrative Provisions Under Title I of the Workforce Investment Act
- Federal granting agency regulations, including:
  - 29 CFR 95.21 and 97.20, Standards for financial management systems
  - 29 CFR 95.51 and 97.40, Monitoring and reporting program performance

The DEO, Bureau of Financial Monitoring and Accountability (FMA) uses its financial monitoring tool (tool) as a guide to conduct the monitoring. The tool was developed to provide the framework for monitoring activities performed by FMA as well as the criteria used to monitor. This tool was provided to the Local Workforce Development Board (LWDB).

The sample size and selections for each tool objective was based on, but not limited to, a risk assessment performed by FMA and reviews of the monthly general ledger and cost allocation statistics. The risk assessment includes factors such as the funding allocation to each LWDB; results of prior monitoring and audit reports; personnel and staffing changes; and organizational structure. Sample selections assist the monitors in the following:

- Gaining an understanding of the financial management systems processes and assess whether the policies and procedures provide for accurate, current and complete disclosure of the financial results of each grant program.
- Gaining an understanding of the internal control processes and assessing whether the internal controls reasonably assure compliance with federal laws, regulations, and program compliance requirements.
- Determining if appropriate and sufficient cash management and revenue recognition procedures are in place, being followed, and comply with federal and state requirements.
- Determining if the required reconciliations between the financial records and OSMIS/SERA have been appropriately performed on a timely basis and adequately documented.

- Determining if prepaid program items are adequately or accurately safeguarded, managed, tracked and reported.
- Determining if the cost allocations are accurate, supported and consistent with the cost allocation plan.
- Determining if payroll records are properly maintained for employees; if personnel activity reports (PAR) comply with applicable cost principles; and verify salary and benefit costs are charged/allocated to funding sources in accordance with the PAR and the cost allocation plan.
- Determining if salary and bonuses paid to employees and charged to ETA grant programs do not exceed the ETA Salary and Bonus Cap for the calendar year.
- Determining if purchasing/procurement transactions comply with the appropriate federal or state procurement laws, and the organization's procurement policies.
- Determining if the LWDB's contracting process and contract monitoring comply with federal and state requirements, and the organization's contracting policies.
- Determining if the LWDB's subawarding and subrecipient monitoring activities comply with federal requirements, and the organization's policies and procedures.
- Determining if property management activities comply with federal requirements and the organization's policies and procedures.
- Determining if non-payroll related disbursements are reasonable, necessary, allocable and properly recorded in the financial records.

This report was prepared at the conclusion of the Department of Economic Opportunity's (DEO) financial monitoring activities performed for LWDB-01, and included the annual on-site visit, which began on February 13, 2018.

The FMA monitoring team assigned to the LWDB consisted of Tom Abney, Maureen Castaño and Janice Hutchison.

II. ENTRANCE AND EXIT CONFERENCE

Entrance Conference

An entrance conference was conducted on-site February 13, 2018, with Naeemah Frazier, Chief Financial Officer; and Shelia Dunford, Accounting Specialist. The Executive Director was attending a state-wide DEO function at the time of the on-site and was unable to join. The purpose of the entrance conference was to discuss the annual monitoring efforts and various monitoring topics.

Exit Conference

An exit conference was conducted at the conclusion of the on-site portion of monitoring with Naeemah Frazier, Chief Financial Officer. We discussed the issues and recommendations noted during the on-site visit. A summary of issues was also provided to the Executive Director via email at the conclusion of testing.

III. MONITORING RESULTS

FMA performed financial monitoring procedures based on the DEO 2017-18 Financial Monitoring Tool. The monitoring procedures performed included tests of transaction details, file inspections, and inquiries (1) to determine the status of recommendations from the prior year monitoring visit(s) and (2) to adequately support current year findings, other non-compliance issues and observations. Detailed information for these items is disclosed in the following section of this report.

Summarized below are the results of testing by category as detailed in the DEO 2017-18 Financial Monitoring Tool:

2017-18 Monitoring Results				
Category	**Findings**	**Issues of Non-Compliance**	**Observations**	**Technical Assistance Provided**
1.0 – Prior Year Corrective Action Follow-Up	-	-	-	-
2.0 – Financial Management Systems	-	-	1	-
3.0 – Internal Control Environment	-	-	-	-
4.0 – Cash Management and Revenue Recognition	-	-	-	-
5.0 – OSMIS/SERA Reporting and Reconciliation	-	-	-	-
6.0 – Prepaid Program Items	-	-	-	-
7.0 – General Ledger and Cost Allocations	-	-	-	-
8.0 – Payroll and Personnel Activity Report (PAR) Testing	-	-	-	-
9.0 – ETA Salary and Bonus Cap	-	-	-	-
10.0 – Purchasing	-	-	-	-
11.0 – Contracting and Contract Monitoring	-	-	-	1
12.0 – Subawarding and Subrecipient Monitoring	-	-	1	-
13.0 – Property Management				-
14.0 – Disbursement Testing	-	-	-	-
TOTAL	-	-	2	1

IV. FINDINGS

There were no findings during the monitoring period of July 1, 2017- March 31, 2018.

V. ISSUES OF NON-COMPLIANCE

There were no issues of non-compliance during the monitoring period of July 1, 2017- March 31, 2018.

VI. OBSERVATIONS

Observations #01-18-01

Category: 2.0: Financial Management Systems

Condition: The current LWDB administrative plan (plan) and policies in several places reference incorrect, outdated and superseded guidance. The plan references 2 CFR 230 and OMB A-122 which were superseded by 2 CFR Part 200. Also, the plan, section IV, *Procurement*, cites incorrect guidance.

Criteria: On December 15, 2014, the Department of Labor (DOL) issued its Final Rule entitled *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 2900) adopting the OMB Rule (2 CFR 200) with DOL Exceptions and issued Training and Employment Guidance Letter (TEGL) No. 15-14 to provide guidance to Employment and Training Administration (ETA) grantees.

Recommendation: We recommend the LWDB update its current administrative plan and policies to accurately reference the guidance of 2 CFR Part 200, where appropriate. Updating the current plan and policies will help ensure compliance with guidance governing its federal awards. Upon completion of updating the plan and policies, upload to the information to the LWDB-01 2018-19 folder in SharePoint.

LWDB Response: "We are currently reviewing and updating the Administrative Plan and policies to accurately reference the guidance of 2 CFR Part 200 to ensure compliance with guidance governing the federal awards. We will upload to SharePoint as soon as we have completed the task."

Observations #01-18-02

Category: 12.0 Subawarding and Subrecipient Monitoring

Condition: The subaward agreements with Escambia County School District (ECSD) and Children's Home Society of Florida (CHS), for youth services, did not identify required agreement information or address applicable compliance provisions:

- Subrecipient's unique entity identifier;
- Federal Award Identification Number (FAIN);

- Compliance with the provisions of the Hatch Act;
- Codes of Conduct;
- Procurement of Recovered Materials (applicable to awards w/ units of gov't, (ECSD));
- Trafficking Victims Protection Act of 2000 (applicable to CHS);
- Evaluation of the subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward; and
- We could not determine if certain salaries for CHS were tested for compliance with the Employment and Training Administration (ETA) caps for 2017.

Applicable criteria for conditions above:

Criteria: 2 CFR 200.331 Requirements for pass-through entities. All pass-through entities must include: (ii) Subrecipient's unique entity identifier; and (iii) Federal Award Identification Number (FAIN).

Criteria: Title 5 U.S.C, 1501-1508; and Title 5 U.S.C, 7324, (Hatch Act) generally limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Criteria: 29 CFR 95.42, states "The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved…"

Criteria: 2 CFR Appendix II to Part 200 (J); 2 CFR 200.322, states "A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act."

Criteria: 2 CFR 175, Award Term for Trafficking in Persons, references (a) To implement the trafficking in persons requirement in section 106(g) of the TVPA, as amended, a Federal awarding agency must include the award term in paragraph (b) of this section in--" (1) A grant or cooperative agreement to a private entity, as defined in §175.25(d).

Criteria: 2 CFR 200.331, Requirements for pass-through entities, states "All pass-through entities must: (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as: (1) The subrecipient's prior experience with the same or similar subawards; (2) The results of previous audits including whether or not the subrecipient receives a Single Audit...; (3) Whether the subrecipient has new personnel or new or substantially changed systems; and (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency)."

Criteria: Section 7013 of Public Law 109-234 limits salary and bonus compensation for individuals who are paid by funds appropriated under Employment and Training Administration (ETA). None of the funds available for expenditure on or after the date of enactment of the section (June 15, 2006) shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

Recommendations:

DEO recommends the LWDB complete tasks that include, but are not limited to, the following:

Agreement Information- Ensure all subaward agreements for 2018 and beyond include the federally required unique entity identifier available. This is also referred to as the DUNS number which should be obtained from the subrecipient; also include the Federal Award Identification Number (FAIN) which is provided by DEO with its awards to the LWDB.

Contract clauses and assurances- Amending any new agreements, including renewals, for 2018 and beyond to include all applicable contract provisions and assurances. The agreement clauses and assurances can be incorporated into the agreement by reference rather than including the entire text in the contracts. To assist the LWDB's, the monitoring tool is posted to SharePoint which identifies all the applicable contract clauses and assurances.

Risk Assessment- For all subaward agreements entered into for 2018, perform a risk assessment of the subrecipient, using the criteria provided in 2 CFR 200.331(b) and document the assessment of risk.

ETA Testing- Annually, ensure subaward monitoring activities include testing each subrecipients compliance with Section 7013 of Public Law 109-234, which limits the salary and bonus compensation for individuals who are paid by funds appropriated under Employment and Training Administration (ETA). Additionally, DEO provides guidance each year and testing worksheets for use to ensure subrecipients comply with Public Law 109-234.

For fiscal year 2017, the LWDB should test the salaries of CHS staff to determine if any salaries exceeded the 2017 ETA Salary and Bonus caps of $187,000.

LWDB Response: "A Modification to our current subrecipient agreements were executed in June 2018. This Modification includes the following:

- The FAIN number
- Identification of whether the award is R & D
- Salary ETA cap
- Procurement of Recovered Materials
- Trafficking Victims Protection Act of 2000
- The Hatch Act
- Public Announcements and Advertising
- Codes of Conduct

We have also put in place monthly monitoring and testing processes to ensure compliance by our subrecipients."

VII. TECHNICAL ASSISTANCE

Technical Assistance #01-18-01

Category: 11.0 Contracting

Condition: The contract with Warren Averett, LLC for annual audit services (FYE 2017-21) did not address termination for cause and for convenience by the LWDB.

Criteria: 2 CFR Appendix II to Part 200 (B), "All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement."

Technical Assistance/Recommendation: Since the contract with Warren Averett, LLC is going into year 2 of potentially a 5-year term, the LWDB should execute an addendum to the current agreement to include language addressing termination for cause and for convenience by the LWDB.

Additionally, the LWDB should review all current and future contracts exceeding $10,000 to ensure there is language addressing termination for cause and for convenience by the LWDB. To assist the LWDB, the monitoring tool is posted to SharePoint which identifies all the applicable contract clauses and assurances.

LWDB Response: "Our current contract with Warren Averett, LLC, which was executed on April 25, 2018, addresses the termination for cause and convenience. We are also ensuring that all contracts in excess of $10,000 will address the termination for cause and convenience going forward."

2016-17 Financial Compliance Monitoring Report

CareerSource Escarosa
Local Workforce Development Board No. 01

Bureau of Financial Monitoring and Accountability
Florida Department of Economic Opportunity

September 5, 2017

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
www.floridajobs.org

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

2016-17 Financial Compliance Monitoring Report
CareerSource Escarosa
Local Workforce Development Board No. 01
Period Reviewed: July 1, 2016 – June 30, 2017

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I. MONITORING RESULTS

The Bureau of Financial Monitoring and Accountability (FMA) performed financial monitoring procedures based on the DEO 2016-17 Financial Monitoring Tool. The monitoring procedures performed included tests of transaction details, file inspections, and inquiries (1) to determine the status of recommendations from the prior year monitoring visit(s) and (2) to adequately support current year findings, other non-compliance issues and observations. Detailed information for these items is disclosed in the following section of this report.

Summarized below are the results of testing by category as detailed in the DEO 2016-17 Financial Monitoring Tool:

2016-17 Monitoring Results				
Category	**Current Year Findings**	**Current Year Issues of Non-Compliance**	**Current Year Observations**	**Current Year Technical Assistance Provided**
1.0 – Prior Year Corrective Action Follow-Up	-	-	-	-
2.0 – Financial Management Systems	-	-	-	-
3.0 – Internal Control Environment	-	-	-	-
4.0 – Cash Management and Revenue Recognition	-	-	-	-
5.0 – OSMIS Reporting and Reconciliation	-	-	-	-
6.0 – Prepaid Program Items	-	-	-	-
7.0 – General Ledger and Cost Allocation Statistics	-	-	-	-
8.0 – Payroll and Personnel Activity Report (PAR) Testing	-	-	-	-
9.0 – ETA Salary and Bonus Cap	-	-	-	-
10.0 – Individual Training Accounts (ITAs)	-	-	-	-
11.0 – Purchasing	-	-	-	-
12.0 – Contracting / Contract Monitoring	-	-	1	-
13.0 – Subawarding / Subrecipient Monitoring	-	-	1	-
14.0 – Property Management	-	-	-	-
15.0 – Disbursement Testing	-	-	-	-
Implementation of the Uniform Guidance Regulations	-	-	-	-
TOTAL	-	-	2	-

II. FINDINGS

There were no findings noted during the monitoring period.

III. ISSUES OF NON-COMPLIANCE

There were no items classified as issues of non-compliance during the monitoring period.

IV. OBSERVATIONS

Observation # 1

Category: Contracting

Condition: The LWDB has a board who is the President of Fortis Institute, an ITA training provider for the LWDB. Between July 1, 2016 and April 30, 2017, there were $127,841 of tuition cost paid to the Fortis Institute.

Criteria: Section 445.007, F.S and the WFI contracting policy, (presently CareerSource Florida) states, if the local workforce development board enters into a contract with an organization or individual represented on the board of directors, the contract must be approved by a two-thirds vote of the board.

Recommendation(s): Since this a contract between the LWDB and an organization with a board member representation, the LWDB should ensure it complies with Section 445.007, F.S the WFI Contracting policy.

When this issue was noted during the monitoring process, the WFI contracting policy and additional assistance was provided to the LWDB.

Observation # 2

Category: Subawarding

Condition: The following contract provisions and required information were not included in the agreement with Children's Home Society of Florida, a private entity.

- 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- Veteran's Priority of Service Provision
- Public Announcements and Advertising

Also, the Federal Award Identification Number (FAIN) was not included in the agreement.

Criteria:

2 CFR 175 establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)). Further, each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the entity is involved in certain activities which are listed in the CFR.

20 CFR 1010 stipulates, agreements to implement priority of service is a condition for receipt of all Department job training program funds; additionally, all recipients are required to ensure that priority of service is applied by all sub- recipients of Department funds.

Public Law 103-333 §508 states all grantees receiving federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

200.331(a)(1)(iii) Required subrecipient information includes the Federal Award Identification Number (FAIN).

Recommendation(s): The requirements from the circulars and required contract provisions and references were provided to the LWDB, May 23, 2017, to be used in its future agreements. We recommend CareerSource Escarosa ensure future sub-awards include required contract provisions, assurances and other required information.

V. TECHNICAL ASSISTANCE

There was no technical assistance during the monitoring period, however, DEO is prepared to offer technical assistance upon request.

Application for Initial Local Workforce Area Designation
and Continued Charter of the existing Regional Workforce Board
July 1, 2015 – June 30, 2017

Under the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128), the Governor must designate the local workforce development areas after consultation with the state workforce board, the local chief elected official, and local workforce development boards. The WIOA provides for the initial designation of local workforce development areas that were designated pursuant to the Workforce Investment Act of 1998.

The WIOA also provides states with the authority to use an existing regional workforce development board that is established to serve the local workforce development area and was in existence on the day before the enactment of the WIOA pursuant to state law, and includes representatives of business, labor organizations or other representatives of employees in a local area in which no employees are represented by such labor organizations. Please list the membership of the existing regional workforce board on the form on the following page.

This application will serve as your request for Local Workforce Development Area initial designation and a continuation of the existing charter of the Regional Workforce Board indicated below for the period July 1, 2015 through June 30, 2017.

Local Area Information	
Name of Local Area	**CareerSource Escarosa**
Region Number	**1**
Date of Submission	**June 25, 2015**
Contact Person	Name: **Susan Nelms, Executive Director** Phone: **(850) 473-0939 ext. 288**

By signing below, the local Chief Elected Official and the local workforce board Executive Director request the initial designation of the workforce area indicated above.

Local Chief Elected Official	**Local Workforce Board Executive Director**
Signature	Signature
Name **Steven Barry**	Name **Susan B. Nelms**
Title **Chairman** **Escambia County Board of County Commissioners**	Title **Executive Director** **CareerSource Escarosa**
Date 6/30/2015	Date 6/30/15

Approved as to form and legal sufficiency.
By/Title:
Date: 6/30/15

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

BCC Approved 06-25-2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15735 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Board of Adjustment Appointment
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning an Appointment to the Board of Adjustment - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Willie Kirkland, Jr., to the Escambia County Board of Adjustment, effective March 7, 2019, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

BACKGROUND:
The Resume of Mr. Kirkland is provided for review.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Willie Kirkland, Jr., Resume

From: Aretta Green
To: Judy H. Witterstaeter
Subject: FW: Resume
Date: Thursday, February 21, 2019 12:46:16 PM

Judy,

Commissioner would like to appoint Mr. Kirkland to the Board of Adjustment.

Thank you,
Aretta

From: Willie Kirkland <kirklandtrucking@icloud.com>
Sent: Thursday, February 21, 2019 12:45 PM
To: Aretta Green <afgreen@myescambia.com>
Subject: Re: Resume

Willie Kirkland Jr. born on 7/13/79 the owner and operator of W C Kirkland Trucking Inc is a dedicated advocate of children and those working to improve their lives. Kirkland Jr has been in the trucking industry for over 20 years. Kirkland has spent the last 15 years providing 2nd chance employment for individuals ranging from all walks of life. Kirkland Jr believes in running a drug-free operation and helping people get back on their feet through employment and encouragement. Kirkland Jr operates a fleet of state of the art dump trucks that allows, for his customers to recognize quality service when he approaches a job site. As a student of Booker T Washington High School and Pensacola Christian K-8, Kirkland Jr understands what his former mentors meant when they asked him to give back to the community. Mr. Kirkland Jr. is a former 2016 Candidate for Escambia County School District 1 and is currently a Minister at PCS Outreach Ministries. Kirkland Jr is the 2017,2018 & 2019 Chairman of the Pine Forest Student Advisory Council, and the 2016 Vice Chairman of the Pine Forest SAC, Willie Kirkland Jr also sat on the 2017&2018 Pine Forest High School Hall of Fame Committee. Mr. Kirkland Jr 's organization recently partnered with similar organizations in 2017 and 2018 to raise awareness to youth poverty by hosting not only a toy drive during the holiday season for over 250 kids but also was one of the four supporters for a food drive that fed over 300 families in Pensacola in 2017 and 2018. Kirkland Jr. teamed up with Chef Carmen Atlanta in 2017 to feed over 2,500 people from Pensacola's Water Front Mission, Pensacola's Salvation Army, and Atlanta's Women and Children Shelter. His current work as Board Member to the Jim C. Downey Community Center has provided a clear path towards making young peoples life's stable in Escambia County. Kirkland Jr. is also a current President for Northwest Florida Guardian Ad Litem Foundation, Inc. Kirkland Jr is active in his Christian Faith to help others in need. In 2018 Mr. Kirkland became a teacher and mentor for The Suit Up For The Kingdom of God Boys Club and also a lifetime supporter of Wait Till Marriage Girls Club. He is also a 2018 Candidate for Real Men Wear Pink Campaign raising money for breast cancer for the American Cancer Society. Willie Kirkland Jr. also received his 2018 certification to volunteer for Guardian Ad Litem is a voice for children in the courtroom. Kirkland Jr. also was appointed to the Escambia County School Half-Cent Sales Tax Watch Dog Committee by the Escambia County School Superintendent Malcom Thomas In 2018. Mr. Kirkland Jr. received outstanding partner in Education of the year from Pine Forest High School in 2017, Kirkland Jr. also received a Certificate of Appreciation from PJA Ministries for playing a valuable role in

building the foundation of our children's future in Pensacola, also receiving The Magic 106 Hero of the Week Award in 2017, the PCS Outreach Ministries Leadership Award In 2018, Kirkland Jr. was 2018 runner up for Inweekly's Best of the Coast Best Community Leader, and also as a 2018 MLK Living The Dream Honoree. Willie Kirkland Jr embodies civic dedication.

Willie Kirkland Jr.
President
Northwest Florida
Guardian ad Litem
Foundation, Inc.

On Feb 21, 2019, at 12:17 PM, Aretta Green <afgreen@myescambia.com> wrote:

> Good afternoon, Mr. Kirkland,
>
> Commissioner May would like for you to serve as his appointee to the Escambia County Board of Adjustment Committee. If you are interested, please forward your resume to us by email; if you are not interested, please let us know.
>
> Thank you for your consideration.
>
> Aretta Green, Aide
> Commissioner Lumon May
> Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15738 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Escambia County Disability Awareness Committee Appointment
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Alexandra Goldsmith to the Escambia County Disability Awareness Committee, effective March 7, 2019, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

BACKGROUND:
Ms. Goldsmith's Resume is provided for review.

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

Ms. Goldsmith Cover Letter

Ms. Goldsmith Resume

Dear Sir or Madam,

I have earned my Bachelors of Science in Interdisciplinary Studies with a minor Health Services Administration and area in Public Affairs and Communications with over five years of experience in the hospital, and Health Care Industry and providing administrative support and patient care. I am confident in my qualifications which will allow me to effectively represent the quality and strategic goals of your health care organization.

Throughout the course of my professional career, my experience is focused on the administrative, health care policy and knowledge; the quality of care in decision making with the mission of improving patient care, which are both valuable and gratifying. My key qualifications related to Health Care Administration and Management professional include:

- I currently have Non- Competitive Eligibility (NCE) status for Federal hire, valid through February 2020.
- I have proven myself to be an advocate of patient's dignity, liberty and privacy required by HIPPA guideline.
- I have leadership, administrative, professional management, and patient service expertise to achieve organizational goals.
- I am able to function effectively to evaluate, and analytically solve problems with frequent interruptions and can handle multiple priorities.
- I possess skills in medical terminology, records management, electronic medical records, maintain logs, and ICD 9/10/CPT codes.
- I have provided assistance to coordinate organization wide quality improvement activities to comply with Joint Commission on accreditation.
- I have researched disability rights, laws/policies, and funding opportunities.
- I have hosted and lead a course that dealt with the safety and types of Epilepsy.
- I have created a prayer for Non-Profit Faith Based Organizations.
- I have contributed personal hygiene items to organizations. (Baskets of Love)
- I have collected and distributed disaster buckets.
- I have created multiple learning activities such as (What's in The Box, and Read my Lips,)
- I have knowledge of accommodations for Healthcare in the Workplace
- Give Back project (United Way)

I look forward to meeting with you in person to potentially discuss my qualifications further.

Sincerely,

Alexandra Lynn Goldsmith

Alexandra Goldsmith

632 Ditmar Street * Pensacola, FL 32503 * 850.449.5129 * Alexandralynn31@yahoo.com

Education

University of Central Florida, Orlando, FL **December 2015**
Bachelor of Science, Interdisciplinary Studies
Focus on Health Service Administration, Public Affairs, and Communications

I have been in the medical field for over ten years; I have been a part of as well as volunteered for numerous medical organizations. I am fully qualified as well skilled to fulfill the desired position.

Experience

Be Ready Alliance Coordinating for Emergencies **February 2018 – present**
AmeriCorps VISTA Program
Pensacola, FL
Disability Service Coordinator VISTA

- Ensured low income and vulnerable persons are provided prompt and supportive emergency assistance
- Enhanced the resilience of persons of persons living in poverty to disaster and other emergencies
- Built organizational, community and regional capacity to ensure vital services will be available to low income families during future disasters.

Kindred at Home **May 2016 – February 2018**
Ocala, FL
Coordinator

- Created, maintained and updated the clinician's schedules according to authorizations and patient needs. Maintain clinician's availability lists.
- Prepared clinical records for new patients upon receipt of referral. Completed quantitative administrative review of clinical records at start of care and upon patient discharge.
- Filed incoming documents daily. Maintained a control procedure for active patient files. Maintain a tracking system to ensure clinical records are current according to company policy and regulatory requirements.
- Partnered with clinical resources to oversee patient intake and inquiries and assess patient needs.

Orlando Health Hospital **December 2014 – May 2016**
Orlando, FL
Patient Care Representative

- Worked independently and in a team environment.
- Assisted with complaints, orders, errors, account questions, billing, cancelations, and other queries

Aon Hewitt **January 2014 – December 2014**
Orlando, FL
Verification Auditor

- Analyzed denials and underpayments for problem resolutions.
- Assisted with complaints, orders, errors, account questions, billing, cancelations, and other queries.
- Obtained data entry, word processing and/or medical records maintenance experience in a medical or healthcare customer service environment.

West Corporation **December 2010 – January 2014**
Pensacola, FL
Technical Support Specialist

- Evaluated system potential by testing compatibility of new programs with existing programs.
- Achieved computer system objectives by gathering pertinent data; identifying and evaluating options
- Evaluated expansions or enhancements by studying work load and capacity of computer system.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15724 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: West Florida Public Library Board of Governance
From: JOHN SHELTON, Director's Aide
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment by the Pensacola City Council to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board acknowledge for the Official Record the Pensacola's City Council's appointment of Bradley Vinson to the West Florida Public Library Board of Governance, to serve a two-year term, effective March 1, 2019, through February 28, 2021.

BACKGROUND:

The Library Board of Governance was established to oversee the management of the West Florida Public Library System and to make recommendations to the Escambia County Board of County Commissioners regarding the library annual budget.

The Library Board of Governance is composed of five voting members - three members appointed by the Board of County Commissioners, one member appointed by the Pensacola City Council, and one member appointed by the Mayor of Pensacola.

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

Ms. Vinson Appointment Letter

Office of the City Council

City of Pensacola

America's First Settlement
Established 1559

February 15, 2019

Ms. Bradley Vinson
1503 East Jackson Street
Pensacola, FL 32501

Dear Ms. Vinson:

On behalf of the City Council, it is a pleasure to advise you of your appointment to the West Florida Public Library Board of Governance. You have been appointed for a two year term beginning March 1, 2019 and expires February 28, 2021.

Should you have any questions or desire to discuss this appointment, please do not hesitate to contact Todd Humble, Library Director at 850-436-5042.

Also please be advised, as a member of the Board you are subject to Florida's Public Records Law and Sunshine Law, as well as the City of Pensacola Code of Ethics. Therefore, please review the following enclosures: *A Pocket Guide to Florida's Government-in-the-Sunshine Laws: Open Meetings and Public Records; and City of Pensacola Ordinance No. 07-11 Code of Ethics for City Officials and Employees.* If you have any questions please call the City Attorney's Office at 435-1615.

Thank you for your willingness to serve the citizens of our community in this capacity. We look forward to working with you.

Congratulations on your appointment.

Sincerely,

R. Andy Terhaar
President of City Council

RAT/rmt
Enclosures

cc: Ericka L. Burnett, City Clerk
Todd Humble, Library Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15743 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Request for Disposition of Property
From: TODD HUMBLE, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Library Services Department - Todd Humble, Library Services Director

That the Board approve the Request for Disposition of Property Form for the Library Services Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

John Shelton, Director's Aide, will coordinate having the remaining vehicle at 239 N. Spring St. towed to the Vehicle Maintenance Facility at 601 HIghway 297-A, Cantonment, FL 32533.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Library Services COST CENTER NO: 113

John David Shelton DATE: 02/22/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-436-5033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	44147	TROLLEY-ENTERPRISE LIB	4UZZ69M2XT2308318		1996	Poor
N	55116	FORD E-450 BOOKMOBILE #1106	1FDXE45P46DA18513	E-450	2006	Poor
N	60504	Ford E-250	1FMRE11W01HB15617	E-150	2001	Poor
N	60505	Chevrolet Venture Van	1GNDU03E94D264546	Venture	2004	Poor

Disposal Comments: The vehicles have reached the end of their service life and can no longer be economically repaired. The county tags have been removed and utilized on other vehicles.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 02/22/19

FROM: Escambia County Department Director (Signature):

Director (Print Name): Todd J. Humble

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15698 **County Administrator's Report 14. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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 items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the item be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330801

Tamika L Williams DATE: 2/2/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62383	2011 Colorado	1GCJTBF94B8137010	COLORADO	2011	WORN/RUST
Y	62384	2013 Colorado	5TFUX4EN7DX022020	COLORADO	2013	WORN/RUST
Y	62388	FORD SUV	1FMEU7DE3AUA52558	EXPLORER	2010	WORN/RUST

Disposal Comments: These items are of no further use to the County.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 2/6/2019

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15723 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Disposition Of Property
From: SHAWN FLETCHER, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the 10 Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

PropertyDisposition01
PropertyDisposition02
PropertyDisposition03
PropertyDisposition04
PropertyDisposition05
PropertyDisposition06
PropertyDisposition07
PropertyDisposition08
PropertyDisposition09
PropertyDisposition10

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 11:08:11 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59103	Dell Desktop	3DFJFQ1	Optiplex 780	2011	Obsolete/Bad
Y	59252	Cisco Switch	FOC1532Y6BO	CAT2960S	2011	Obsolete/Bad
Y	59300	Voice BDL	FTX15338516	C2901	2011	Obsolete/Bad
Y	59460	Dell Desktop	F2C7MS1	Optiplex 790	2012	Obsolete/Bad
Y	59461	Dell Desktop	F2C6MS1	Optiplex 790	2012	Obsolete/Bad
Y	59776	Dell Laptop	71NMBT1	Latitude 5520	2012	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 11:08:27 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 14:53:40 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 13:36:44 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59928	Cisco Switch	FOC1629W19L	C2960S	2012	Obsolete/Bad
Y	59930	Cisco Switch	FOC1629X0C7	C2960S	2012	Obsolete/Bad
Y	59963	Getac Laptop	RC639S0341	S400	2012	Obsolete/Bad
Y	59968	Getac Laptop	RC639S0371	S400	2012	Obsolete/Bad
Y	60043	Dell Laptop	F69LVV1	E5520	2012	Obsolete/Bad
Y	60044	Dell Laptop	F6BHVV1	E5520	2012	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 13:37:06 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 14:54:33 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 15:02:31 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60045	Dell Laptop	F6CKVV1	E5520	2012	Obsolete/Bad
Y	60057	Dell Laptop	F7HNVV1	E5520	2012	Obsolete/Bad
Y	60068	Dell Laptop	F6TLVV1	E5520	2012	Obsolete/Bad
Y	60069	Dell Laptop	F6VLVV1	E5520	2012	Obsolete/Bad
Y	60077	Dell Laptop	F77KVV1	E5520	2012	Obsolete/Bad
Y	60242	Apple Notebook	C02JPFB8DKQ1	MacBook Pro	2013	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 15:02:46 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:20:38 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 15:29:25 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60297	Apple Notebook	C02KGG8QFFRP	MacBook Pro	2013	Obsolete/Bad
Y	60307	Dell Laptop	3CHHJX1	Latitude 5530	2013	Obsolete/Bad
Y	60331	Dell Laptop	CZGHJX1	Latitude 5530	2013	Obsolete/Bad
Y	60339	Dell Laptop	F3HHJX1	Latitude 5530	2013	Obsolete/Bad
Y	60342	Dell Laptop	GJNHJX1	Latitude 5530	2013	Obsolete/Bad
Y	60361	Getac Laptop	RD563B0330	D300	2013	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 15:29:40 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:21:32 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 16:53:22 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60676	Getac Laptop	RE139S0144	S400	2014	Obsolete/Bad
Y	60766	UPS Backup	2863011	LRAT2000	2014	Obsolete/Bad
Y	61392	UPS Backup	2863011	LRAT2000	2014	Obsolete/Bad
Y	61560	Digital Recorder	--	--	2013	Obsolete/Bad
Y	62526	Microsoft Surface	1B2Y202	Pro 4	2016	Obsolete/Bad
Y	62531	Microsoft Surface	BD2Y202	Pro 4	2016	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 16:53:37 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:22:04 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 17:24:32 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62532	Microsoft Surface	BW1Y202	Pro 4	2016	Obsolete/Bad
Y	60085	Dell Laptop	F7BKVV1	E5520	2012	Obsolete/Bad
Y	59969	Getac Laptop	RC639S0383	S400	2012	Obsolete/Bad
Y	59981	Getac Laptop	RC639S0413	S400	2012	Obsolete/Bad
Y	59976	Getac Laptop	RC639S0462	S400	2012	Obsolete/Bad
Y	59980	Getac Laptop	RC639S0377	S400	2012	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 17:24:45 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:22:33 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 17:32:02 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60676	Getac Laptop	RE139S0144	S400	2014	Obsolete/Bad
Y	59952	Getac Laptop	RC639S0230	S400	2012	Obsolete/Bad
Y	59538	Getac Laptop	RC139S0288	S400	2012	Obsolete/Bad
Y	59960	Getac Laptop	RC639S0331	S400	2012	Obsolete/Bad
Y	59972	Getac Laptop	RC639S0411	S400	2012	Obsolete/Bad
Y	59535	Getac Laptop	RC139S0276	S400	2012	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.14 17:32:16 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:23:02 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.15 09:03:12 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60391	Dell Desktop	1QR9HX1	7010	2013	Obsolete/Bad
Y	58403	Dell Desktop	8WBDDK1	760	2009	Obsolete/Bad
Y	57320	Dell Desktop	HJT87G1	755	2008	Obsolete/Bad
Y	59102	Dell Desktop	3DFHFQ1	780	2011	Obsolete/Bad
Y	56894	Dell Desktop	F72P3F1	745	2008	Obsolete/Bad
Y	62872	Dell Laptop	GFS0HC2	E5570	2016	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.15 09:03:28 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:23:40 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.15 15:05:38 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50938	Server Rack	10-587AA	7014-TOO	2002	Obsolete/Bad
Y	54842	IBM Storage	130900N	1740-710	2006	Obsolete/Bad
Y	52349	IBM Server	23A1241	FAST 600	2003	Obsolete/Bad
Y	59357	IBM System	KQ45ZMB	X3630	2011	Obsolete/Bad
Y	58365	Dell Laptop	CYKTVK1	E5400	2009	Obsolete/Bad
Y	62874	Dell Laptop	HNJPGC2	E5570	2016	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.15 15:05:56 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:24:07 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 02/18/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.20 14:33:01 -06'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59542	Getac Laptop	RC139S0319	S400	2012	Obsolete/Bad
Y	59953	Getac Laptop	RC639S0231	S400	2012	Obsolete/Bad
Y	59546	Getac Laptop	RC139S0354	S400	2012	Obsolete/Bad
Y						Obsolete/Bad
Y						Obsolete/Bad
Y						Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02/18/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.02.20 14:33:16 -06'00'

Date: 02/18/2019

FROM: Escambia County Department Director (Signature): Digitally signed by Shawn Fletcher DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology Dept, email=sgfletch@myescambia.com, c=US Date: 2019.02.21 15:24:35 -06'00'

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 03/07/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15691 **County Administrator's Report 14. 16.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Disposition of County Asset
From: Will Moore, Chief Deputy Court Administrator
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Court Administration Office - Will Moore, Chief Deputy Court Administrator

That the Board approve the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past its end-of-life. Some equipment is not operational and is now no longer of use to the department. These items are listed on the provided spreadsheet with reasons stated.

BACKGROUND:

IT equipment purchased from Article 5 Funding by the Office of the Court Administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Craig Van Brussel, Court Technology Officer for the Office of the Court Administrator.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section ll, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items have no residual value other than scrap. Recommend Escambia County pick uo items for disposal/destruction. Please contact Patt Ormerod at 595-4406 to schedule pickup.

Attachments

Request for Disposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Court Administration COST CENTER NO: 410516

Patricia Lynn Ormerod DATE: 2/15/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Patt Ormerod Digitally signed by Patt Ormerod Date: 2019.02.15 14:53:10 -06'00' Phone No: (850)595-4406

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		See Attached Spreadsheet				

Disposal Comments: The equipment listed above is no longer under warranty, not economically feasible to repair or no longer of use to the judiciary.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 2-15-2019

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Craig Van Brussel

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

Escambia County Court Administration 2/19/2019

Asset items to be disposed

County	Description	Service Tag	Condition	Reason for disposal	Purchase Date
50883	HP LaserJet 2200D	JPGGJ47938	poor	does work well	??
55788	Inspiron 6400	6X4VDC1	Faulty	No longer of use	1/24/2007
55932	Polycom VSX7000	820707087004AK	Fair	No longer of use	3/27/2007
55933	Polycom VSX7000	82070407FF51AK	Fair	No longer of use	3/27/2007
57764	Cisco 3560 Switch	FD01207X261	good	No longer of use	4/7/2008
59310	Dell E5520 Laptop	7Z30MQ1	good	No longer of use	9/6/2011
59311	Latitude E5520	7Z36MQ1	Bad HDD	No longer of use	9/6/2011
59318	Latitude E5520	7Z35MQ1	Problematic	No longer of use	9/6/2011
59320	Latitude E5520	7Z37MQ1	Problematic	No longer of use	9/6/2011
59321	Latitude E5520	7Z39MQ1	Problematic	No longer of use	9/6/2011
59350	Precision R5400	GLM70R1	Fair	No longer of use	10/1/2011
59377	Dell Latitude E5520	8RLX4S1	fair	no longer useful	1/9/2012
59378	Dell Latitude	8RLP4S1	fair	no longer useful	1/9/2012
59379	Dell Latitude	8RLQ5S1	bad hdd	no longer useful	1/9/2012
59790	Dell Latitude	8KFX5S1	fair	no longer useful	4/8/2012
60144	Cisco C200 server	QCI 1548A2FS	Fair	drives too small	9/21/2012
60145	Cisco C200 server	QCI 1548A2FC	Fair	drives too small	9/21/2012
60146	Dell Equallogic server	FDO1608K0QJ	Fair	drives too small	9/21/2012
60147	Dell Equallogic PS4100	BJWWPS1	Fair	drives too small	9/21/2012
60162	Dell Latitude E5530	2ZRZKV1	fair	no longer useful	10/11/2012
60200	Dell Latitude E5530	F5MF8W1	good	no longer useful	9/6/2021
60203	Dell Latitude E5530	J8LF8W1	fair	no longer of use	11/20/2012
60281	48" Floor Mount Cabinet	3051309	good	No longer of use	4/29/2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15662 **County Administrator's Report 14. 17.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Request for Reinstatement of Property
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Reinstatement of Property to the Public Works Department - Wes Moreno, Public Works Department Director

That the Board approve the Request for Re-Instatement of Property Form for the Public Works Department, for property described and listed on the Form, with reason for reinstatement noted. The item has been found to still be useful to the County. The Request Form has been signed by all applicable authorities to be reinstated to the Fleet Maintenance Division.

BACKGROUND:

Escambia County policy established the procedures for reinstating surplus or obsolete equipment. The surplus property listed on the attached Reinstatement Form has been checked and declared to be suitable for further use to the County and therefore we are requesting reinstatement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2 Section II, Procedures for Reinstatement of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Reinstatement of property

REQUEST FOR REINSTATEMENT OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

DATE: 01/31/19 TO: Clerk & Comptroller's Finance Department

FROM: Maribelle Van Brussel COST CENTER NO: 210401

Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: RE-INSTATE BACK TO ROAD DEPARTMENT

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
1	47410	1999 GM PICKUP TRUCK	1GTCS1444XK511459	SONOMA	1999	POOR
2						
3						
		PLEASE REINSTATE BACK				
		TO THE ROAD DEPT				

Receiving Bureau: **REINSTATING TO USE IN THE COUNTY. MOST OF ITS PROBLEMS CAN BE REPAIRED**

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose to Charity-Unusable for BOCC

_____ Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 1/31/2019

FROM: Escambia County Department Director (Signature) _____

Director (Print Name) **JAMES HIGDON**

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers/Clerk of the Circuit Court/Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15755 **County Administrator's Report 14. 18.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Appointment of Lawrence S. Powell to the Pensacola Bay Bridge Naming Committee
From: Robert Bender, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lawrence S. Powell's Appointment to the Pensacola Bay Bridge Naming Committee - Robert Bender, County Commissioner, District 4

That the Board confirm the appointment of Lawrence S. Powell as Commissioner Robert Bender's appointee on the Pensacola Bay Bridge Naming Committee, effective March 7, 2019, and continuing until the Board sunsets the Committee or through Commissioner Bender's term of office (2022).

BACKGROUND:

On February 21, 2019, the Board of County Commissioners adopted Resolution R2019-25 establishing the Pensacola Bay Bridge Naming Committee for the new $400 million dollar bridge over Pensacola Bay. As discussed in that meeting, each Commissioner was to bring back their appointee for Board approval at the next regular Board meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office wrote the Resolution that the Board approved on February 21, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy, Section I, Part B.1(D), Appointment Policy and Procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lawrence S. Powell Resume

LAWRENCE S. POWELL
5910 Otter Point Rd.,| Pensacola, FL 32504
Phone: 850.454.7143 Email: Lawrence.S.Powell@gmail.com

OBJECTIVE

Seeking a position that will benefit from my 20 years of active duty Army military experience and leadership that have equipped me with personnel, budget, and oversight of critical assignments and contracts in domestic and foreign locations. This is in addition to my positive interaction skills, community contacts and leadership, in addition to project management proficiencies in college and community environments, as well as, my experience in career coaching, community outreach, classroom teaching, and development of grassroots partnerships.

EDUCATION

1991 Troy State University
Master of Science degree, Education Leadership

1982 University of West Florida
Bachelor of Science degree, Social Work

1979 Pensacola Junior College
Associate of Arts, Liberal Arts

EMPLOYMENT HISTORY

Iron Sharpens Iron Academy, Pensacola, FL **May 2016 - Present**
Co-Founder, Administrator

- Maintain all student records, correspond with parents and faculty, and organize school events.
- Manage all student accounts and monetary transactions.
- Enforce school policies and facilitate student development programs through Title I.
- Oversee business marketing, advertisements, and scholarships.
- Acts as the liaison between the school Director, faculty, staff, and parents.
- Coordinator of family events, open houses, and holiday events.
- Train employees on best practices in early childhood education and school age curriculum during Teacher In-service days.
- Responsible for compliance with the rules and regulations of the Florida Department of Education.
- Coordination of Title IA, II, & III student entitlements.
- Responsible for all personnel interviews, hiring, promotions, and performance improvement plans.

Future Leaders of Warrington, Pensacola, FL **March 2016 – Present**
President

- Coordinator of programs that provide activities that provide opportunities for the youth of Warrington to become future leaders in the county through:
    - Programs that promote leadership activities through field trips, speakers, and networking with local business leaders.
    - Education in politics, voting, and requirements for college enrollment.
    - Enrichment activities in the arts and sciences.
    - Community service to teach the youth how to give back to the community.
    - Activities that support soft skills development and positive decision making.

LAWRENCE S. POWELL
5910 Otter Point Rd.,| Pensacola, FL 32504
Phone: 850.454.7143 Email: Lawrence.S.Powell@gmail.com

Lexington Terrace Community Center, Warrington, FL **Jan. 2007 - Present**
Manager

- Provide access to the space for community activities that enrich the lives of children, families, and senior citizens.
- Coordinate bi-monthly feeding for the community.
- Manage reservations and monetary exchanges for renters of the building for various events, county meetings, and conferences.
- Responsible for coordinating with the Facilities Directory, County Administrator, and Parks and Recreation to make sure the citizens of Warrington have a safe place to enjoy the park and the facilities located on the property.
- Develop and facilitate community enrichment and youth development programs.

Virginia College, Pensacola, FL **Oct. 2007-2013**
Student Services Director

Developed, monitored and maintained effective enrollment management and student life processes and procedures. Developed and facilitated student activities and events to enhance the student's on-campus experience and ensured that overall student satisfaction levels were 85% or greater as measured by student surveys. Enhanced students' education experience by enthusiastically and proficiently teaching the following courses: Patterns for Successful Thinking, Resume Preparation and Job Interview Skills, Introduction to Psychology, Professionalism is For Everyone, and Introduction to Professionalism.

- Coordinated bi-annual administration of campus surveys.
- Ensured that campus goals were met to include retention through the advising process.
- Directed the campus-reentry program to meet enrollment and retention goals through the management of the retention report.
- Tracked campus population completion rates, graduation rates, and net interrupt percentages for monthly and quarterly goas of 5% or less per program.
- Interacted and communicated with each student as an advocate, counselor, instructor, and mentor. Conducted mock interviews, student surveys, and community outreach programs to cultivate and enhance rapport between students, faculty, and community.
- Coordinated with the Pensacola United Way to support annual activities and solicit volunteers for student based organizations (e.g., Students for Students, Student Ambassadors, and Veterans Supporting Veterans).
- Organized and facilitated graduation and academic recognition ceremonies.
- Developed relationships with Pensacola businesses through participation in Gallery Night, Halloween Downtown for kids, and attendance at community meetings.

LAWRENCE S. POWELL
5910 Otter Point Rd.,| Pensacola, FL 32504
Phone: 850.454.7143 Email: Lawrence.S.Powell@gmail.com

MILITARY SERVICE

Civil Military Operations Staff Officer, Coalition Provisional Authority-Baghdad, Iraq April2005-May2006

Coordinated distribution of critical logistical supplies and equipment; managed daily project operations for Government Support Team in Baghdad, Iraq. Facilitated memorandums of agreement between U. S. Federal Government and Local Government officials for infrastructure improvements and contract support.

Commander/Executive Officer Sept.2004-March2005

- Managed operations and budget activities.
- Conducted professional development training.
- Tracked and managed administrative requirements for personnel promotions, evaluations, awards, accountability, and pay.
- Managed alignment of the organization and its culture to ensure success in training, administration, diversity, and talent management.
- Earned the trust of junior leaders by empowering them to lead their teams in a flexible manner with high standards.

Special Project Officer, Directorate of Public Works and Logistics Aug.2001-July2004

- Lead a team of logistics specialists to conduct causative research and fact finding to restore accountability of Organizational Clothing and Equipment in support of the installation and Honor Guards for the President of the United States.
- Managed more than $30 million in assets.
- Saved the Army over $16 million by auditing unaccounted for equipment and returning the excess supply to the supply system for redistribution.

Chief of Services and Housing Division, Directorate of Public Works and Logistics Aug.2002-Aug.2004

Participated on a select team responsible for researching, surveying, and compiling critical data to determine the organizational effectiveness and outsourcing option for the government base housing, logistic requirements, infrastructure, maintenance and sustainment projects in addition to the management of daily operations.

Staff Officer, Pentagon, Office Chief of Staff for the United States Army Oct.1995-Aug.1999

Developed and published the Army's first Benchmarking Handbook, which provided a model and process outline for sharing and adopting best business practices.

LAWRENCE S. POWELL
5910 Otter Point Rd.,| Pensacola, FL 32504
Phone: 850.454.7143 Email: Lawrence.S.Powell@gmail.com

ORGANIZATION AFFILIATIONS AND COMMUNITY SERVICE

- Pensacola Civitan, President 2 terms
- Tiger Bay Club, Member
- Movement for Change, Chaplain
- National Association for the Advancement of Colored People (NAACP), Chaplain and Board Member
- Council of Neighborhood Association Presidents (CNAPP), Vice-President
- Direct Action Research Training (DART), Member
- West Pensacola Optimist Club, Founder
- Armed Forces Retirement Association, Member
- PAR Four Golf Association, Member
- Hope Lodge #19 (Masonic Order), Past Worshipful Master
- Haggai Temple (Shriner) #182, Chaplain
- Alpha Phi Alpha Fraternity, Member
- Pensacola Chapter of the Boulè, Member

AWARDS

- Legion of Merit Medal
- Army Campaign Medal
- Meritorious Service Medal (5 Awards)
- Joint Service Accommodation Medal
- Pentagon Service Badge
- Army Achievement Medal
- Civitan Presidential Award

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15775 **County Administrator's Report 14. 19.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/07/2019
Issue: Appointment of Frederick A. Davis to the Pensacola Bay Bridge Naming Committee
From: Jeff Bergosh, Commissioner, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Appointment of Frederick A. Davis to the Pensacola Bay Bridge Naming Committee - Jeff Bergosh, County Commissioner, District 1

That the Board confirm Commissioner Jeff Bergosh's appointment of Frederick A. Davis as his appointee on the Pensacola Bay Bridge Naming Committee, effective March 7, 2019, and continuing until the Board sunsets the Committee or through Commissioner Bergosh's term of office (2020).

BACKGROUND:

At the February 21, 2019, Board of County Commissioners's Meeting, the Board adopted Resolution R2019-25 establishing the Pensacola Bay Bridge Naming Committee for the new $400 million dollar bridge over Pensacola Bay.

Mr. Davis' Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy, Section I, Part B.1(D), Appointment Policy and Procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Fred Davis Bio

Mr. Frederick A. Davis



1524 e Jackson St

Pensacola, FL 32501

Home 850-433-2097 ; cell 850-582-3842

davisfa@embarqmail.com

EDUCATION

- Bachelor of Aerospace Engineering, Auburn University, 1972
- Master's Degree in Systems Engineering, University of Central Florida, 1976

WORK EXPERIENCE (Full Time)

- Martin Marietta, Orlando, Florida, 1972-1974
  -- Aerodynamicist, Patriot Missile program
- Naval Training Device Center, Orlando, Florida, 1974-1979
  -- Flight simulation engineer for A-6E, and F-18 aircraft
- Air Force Research Laboratory, Eglin AFB, Missile Design, 1979-2013
  -- Loads engineer for aircraft/store certification and flight clearance (1979-1984)
  -- Program manager for advanced weapon airframe flight test programs (1984-1992)
  -- Branch Chief, Flight Vehicles Integration Branch (1992-1999)
  -- Technical Director, Assessment and Demonstrations Division (1999-2009)
  -- Munitions Directorate Acting Chief Engineer (2009-2010 - Retired Jan 2011)
  -- Re-employed, Consultant to Air Force Research Laboratory, 2011-2013
  -- Engineering consultant to aerospace industry, 2013-present

AREAS OF EXPERTISE

Aerodynamic design, low observable airframe, flight control, low Re Micro Air Vehicle, System Integration (Small Diameter Bomb, LOCAAS, MOAB), composite material manufacturing, adaptive materials.

PROFESSIONAL/SCIENTIFIC

-
- Associate Fellow, AIAA
- Past Advisory Council Member, Industrial & Manufacturing Engineering, FSU/FAMU
- Advisory Council Member, Aerospace Engineering, Auburn University

COMMUNITY INVOLVEMENT

- President, Pensacola Historic Preservation Society (2016-2018)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15744 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Not exceeding $8,000,000 Escambia County, Florida Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Resolution Approving the Issuance of not Exceeding $8,000,000 Escambia County, Florida Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019 - JoLinda Herring, Bryant Miller Olive P.A.

That the Board adopt and authorize the Chairman to execute the Resolution authorizing the issuance and sale of not to exceed $8,000,000 Escambia County, Florida Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019 (herein, the "Bonds"), on behalf of International Paper Company (the "Company") for the purpose of refunding certain outstanding bonds currently outstanding and issued by the County on behalf of the Company. The Bonds will not obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The proposed Bonds are to be issued to refinance the costs of the acquisition, construction, installation and equipping of certain sewage and solid waste disposal facilities including, but not limited to, modifications to the wastewater treatment systems, landfill modifications and modifications and improvements to the bark boiler system used for the incineration of bark and waste wood at the Company's Pensacola Mill (the "Mill") by refunding the County's Environmental Improvement Revenue Bonds, 2009 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of $8,000,000. The Mill is owned and operated by the Company and is located at 375 Muscogee Road in Cantonment, Florida. The principal of and interest on the Bonds are payable

solely out of the revenues derived from the financing agreement which will be entered into by the County, the Company and PNC Bank, National Association, as the lender. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Bonds will be industrial development revenue bonds within the meaning of Chapter 159 Part II, Florida Statutes

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds. Further, the County's Financial Advisor, Public Resources Advisory Group, will also review the financing on behalf of the County.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

Attachments

Resolution

RESOLUTION NO. R2019-___

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY BY ESCAMBIA COUNTY, FLORIDA, FROM TIME TO TIME OR AT ONE TIME IN ONE OR MORE SERIES OR ISSUES, OF ITS REVENUE REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $8,000,000 (THE "BONDS"); AND THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND OTHER RELATED DOCUMENTS

WHEREAS, Escambia County, Florida (the "County"), is authorized and empowered by the provisions of the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended (the "Act"), to issue revenue refunding bonds for the purpose of refunding bonds previously issued under the Act; and

WHEREAS, the County has previously issued its Environmental Improvement Revenue Bonds, 2009 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of $8,000,000 (the "Prior Bonds") for the purpose of financing the costs of the acquisition, improvement, construction, installation and equipping of certain solid waste disposal, wastewater treatment and sewage facilities (collectively, the "Project") at the Pensacola Mill (the "Mill") located in the County, and owned by International Paper Company, a New York corporation (the "Company"), as such Project is more fully described in the documents delivered in connection with the Prior Bonds; and

WHEREAS, the Company requests that the County approve the issuance, from time to time or at one time in one or more issues or series, of its refunding revenue bonds in an aggregate principal amount not to exceed $8,000,000 (the "Bonds") to refinance the Project by refunding the Prior Bonds; and

WHEREAS, there has been submitted to this meeting a substantially final form of a Financing Agreement (the "Agreement"), among the County, the Company and the lender (the "Lender") to be identified therein, including the form of the Bonds.

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

IT IS HEREBY ASCERTAINED, DETERMINED AND DECLARED BY THE COUNTY, AS FOLLOWS:

SECTION I

(a) Giving due regard to the nature of the industry in which the Company is involved, its inherent stability, and all other factors determinative of the Company's capabilities, financial and otherwise, of fulfilling its obligations consistent with the purpose of the Act, the Company is capable and willing to fulfill its obligations under the Agreement, including the obligation to make payments thereunder in the amounts and at the times required and the obligation to repair and maintain the projects heretofore financed for the Company by the County and the Project,

and the Company is willing and capable of fully performing all other obligations and responsibilities imposed upon it pursuant to the provisions of the Agreement;

(b) Adequate provision is or will be made under the provisions of the Agreement for the repair and maintenance of the Project at the expense of the Company, and for the payment of amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds when due;

(c) The principal of and premium, if any, and interest on the Bonds shall be payable solely from the proceeds derived by the County under the Agreement; the County shall never be required to levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds, or to pay the same from any funds of the County other than those derived by the County under the Agreement; and the Bonds shall not constitute a lien upon any property of the County; and

(d) The payments to be made by the Company under the Agreement will be sufficient to pay all principal of and interest, and premium, if any, on the Bonds, as the same shall become due, and to make all other payments required by the Agreement.

SECTION II

The sale and issuance of the Bonds in one or more series issued from time to time in the aggregate principal amount not to exceed $8,000,000, pursuant to the Act, the Agreement, this Resolution, and the plan of finance proposed by the Company and the loan of the proceeds of the sale thereof to the Company pursuant to the Agreement, is hereby authorized and approved. The Bonds will be dated, will mature not later than thirty (30) years from their date, contain redemption provisions and bear interest at a fixed or variable rate or rates not in excess of twelve percent (12%) per annum all as provided in the Agreement.

SECTION III

The form of the Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved, and the Chairman or Vice-Chairman is hereby authorized and directed to execute and deliver, and the Clerk is hereby authorized and directed to seal and attest, the Agreement substantially in such form with such necessary or appropriate variations, omissions and insertions as may be approved by the Chairman or Vice-Chairman. All of the provisions of the Agreement, including all variations, omissions and insertions thereof, shall be deemed to be a part of this Resolution as and to the same extent as if incorporated herein verbatim and shall be in full force and effect from the date of delivery thereof.

SECTION IV

It is hereby found, ascertained, determined and declared by the County that a negotiated sale of the Bonds is in the best interest of the County on the basis of the following reasons as to which specific findings are hereby made:

(a) The Company desires that the Bonds be sold on a negotiated basis;

(b) Private activity revenue bonds are traditionally sold on a negotiated basis and consequently a competitive sale of the Bonds would in all probability not produce terms as favorable as a negotiated sale of the Bonds; and

(c) The Bonds are payable solely from revenues derived from the Agreement and consequently, as set forth above, the County does not have a direct interest in the terms of sale. The negotiated sale of the Bonds to the Lender is hereby authorized pursuant to Section 218.385, Florida Statutes, as amended, under the terms and conditions set forth in the Agreement.

SECTION V

The Bonds shall be issued, executed and delivered in accordance with the terms and conditions of the Agreement and this Resolution. The Chairman or Vice-Chairman is hereby authorized and directed to execute and deliver the Bonds and the Clerk is hereby authorized and directed to affix the seal of the County to the Bonds and attest the same, including the use of facsimile signatures and a facsimile seal on the Bonds.

SECTION VI

The Chairman, the Vice-Chairman, the Clerk and her Deputy Clerks, the County Attorney, the County Administrator, Bryant Miller Olive P.A., as bond counsel to the County, and such other officials of the County as may be appropriate are hereby authorized and directed to execute, deliver and file for and on behalf of the County any and all certificates, agreements, documents or other papers, including without limitation, tax certifications and Internal Revenue Service Form 8038, and to perform any and all acts as they may deem necessary or appropriate in order to carry out the intent of this Resolution and the matters herein authorized. The execution by the Chairman, the Vice-Chairman, the Clerk or her Deputy Clerks, the County Attorney, the County Administrator or such other officials of the County of the Agreement, the Bonds and any and all certificates, agreements, documents or other papers authorized hereunder (collectively, the "Bond Documents") shall be conclusive evidence of approval of the final terms, provisions, form, content and substance of the Bond Documents, which shall thereupon become binding upon the County.

SECTION VII

Nothing herein shall be deemed to obligate the County to make any payments or undertake any responsibilities for the costs and expenses and other financial liabilities that may be incurred in connection herewith; provided that the County's Conduit Bond fee shall be applied toward payment of the fee of the County's Bond Counsel.

SECTION VIII

This Resolution shall be in full force and effect immediately upon its passage.

Passed and approved this __ day of March, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[SEAL]

By: _____
Lumon J. May, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Approved as to form and legality:

By: Alison P. Rogers 2/25/2019
County Attorney

Exhibit A

Form of Financing Agreement

(attached)

FINANCING AGREEMENT

among

ESCAMBIA COUNTY, FLORIDA,
as Issuer

INTERNATIONAL PAPER COMPANY,
as Borrower

PNC BANK, NATIONAL ASSOCIATION,
as Lender

Dated as of April 1, 2019

$8,000,000
Escambia County, Florida
Environmental Improvement Revenue Refunding Bonds
(International Paper Company Project)
Series 2019

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EXHIBIT A	FORM OF BONDS

This **FINANCING AGREEMENT**, dated as of April 1, 2019 (this "Agreement"), is entered into by and among **ESCAMBIA COUNTY, FLORIDA,** a political subdivision of the State of Florida (the "Issuer"), **INTERNATIONAL PAPER COMPANY**, a New York corporation (the "Borrower"), and **PNC BANK, NATIONAL ASSOCIATION** (the "Lender").

W I T N E S S E T H:

WHEREAS, the Issuer is a political subdivision of the State of Florida (the "State") and is authorized and empowered by the Constitution and the laws of the State, including specifically, without limitation, the provisions of the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended (the "Act"), to issue its refunding revenue bonds for the purpose of refunding bonds previously issued under the Act;

WHEREAS, pursuant to the Act, the Issuer issued its Environmental Improvement Revenue Bonds, 2009 Series A (International Paper Company Project), in the aggregate principal amount of $8,000,000 (the "Prior Bonds");

WHEREAS, the proceeds of the Prior Bonds were used by the Borrower for the purpose of financing the costs of the acquisition, construction, installation and equipping of certain solid waste disposal, wastewater treatment and sewage facilities (the "Project"), at the Borrower's Pensacola Mill (the "Mill") located in Escambia County, Florida;

WHEREAS, the Prior Bonds are currently outstanding in the aggregate principal amount of $8,000,000;

WHEREAS, the Issuer intends to issue and deliver to the Lender its Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019, in the principal amount of $8,000,000 (the "Bonds"), and will loan the proceeds of the Bonds, when received from the Lender for the purchase of the Bonds, to the Borrower to be used to refinance the Project by refunding the Prior Bonds;

WHEREAS, in consideration of the Issuer's loan of the proceeds of the Bonds to the Borrower to refund the Prior Bonds, the Borrower will agree to make payments sufficient to pay the principal of, premium (if any) and interest on the Bonds as and when due;

WHEREAS, the Bonds are limited obligations of the Issuer secured by, and payable by the Issuer solely out of, the payments to be made by the Borrower under the terms and conditions of this Agreement;

WHEREAS, the Lender has agreed to purchase the Bonds from the Issuer and thereby facilitate the loan to the Borrower contemplated herein in reliance upon the Borrower's covenants, agreements and payment obligations under this Agreement; and

WHEREAS, the Issuer, the Borrower and the Lender desire to enter into this Agreement in order to set forth their respective obligations with respect to the foregoing refinancing and the terms and conditions for issuance, delivery and repayment of the Bonds.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions; Rules of Construction.

(a) In addition to other terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement unless the context otherwise requires:

"**Act**" shall mean the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended.

"**Administrative Agent**" shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Reference Revolver.

"**Affiliate**" shall mean, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"**Agreement**" shall mean this Financing Agreement, including any amendments or supplements hereto.

"**Authorized Denomination**" shall mean $250,000 and multiples of $1,000 in excess thereof.

"**Bond Counsel**" shall mean McGuireWoods LLP or any other firm nationally recognized on the subject of municipal bonds acceptable to the Lender.

"**Bond Documents**" shall mean this Agreement and the Bonds.

"**Bonds**" shall mean the Issuer's Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2019, substantially in the form of Exhibit A attached hereto, issued pursuant to this Agreement in the principal amount of $8,000,000, dated the date of their issuance, and purchased by the Lender, including any amendments or supplements thereto.

"**Borrower**" shall mean International Paper Company, a New York corporation.

"**Business Day**" shall mean any day other than a Saturday, a Sunday or a day on which the Lender is authorized to be closed under general law or regulation applicable in the place where the Lender performs its business with respect to this Agreement and the Bonds and, in respect of any determination relevant to the determination or payment of interest based on LIBOR, any such day that is also a day on which dealings in Dollar deposits are carried out in the London interbank market.

"**Change in Law**" shall mean (a) the adoption of any law, rule, treaty or regulation after the Closing Date, (b) any change in any law, rule, treaty or regulation or in the administration, implementation, interpretation or application thereof by any Governmental Authority after the

Closing Date or (c) compliance by the Lender (or, for purposes of Section 7(h)(ii) herein, by any lending office of the Lender or by the Lender's holding company, if any) with any request, rule, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

"**Closing Date**" shall mean the date of initial delivery of and payment for the Bonds.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings thereunder.

"**Determination of Taxability**" shall mean a determination that the interest on the Bonds is includable in the gross income of the Lender for Federal income tax purposes, which determination shall be deemed to have been made on the date on which the Borrower is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America or by the Internal Revenue Service, in a proceeding with respect to which the Borrower has been given written notice and an opportunity to participate and defend, that the interest on the Bonds is includable in the gross income of the Lender for Federal income tax purposes; provided, however, that no Determination of Taxability shall be deemed to have occurred unless the Borrower has been afforded the opportunity, at its own expense, to contest any such conclusion or assessment, and no Determination of Taxability shall be deemed to have occurred until such contest, if made, has been finally determined. The Borrower shall be deemed to have been afforded the opportunity to contest if it shall have been permitted to commence and maintain any action in the name of the Lender to judgment and through any appeals therefrom or other proceedings related thereto.

"**Dollars**" shall mean the lawful money of the United States of America.

"**Event of Default**" shall mean any of the events set forth in Section 10.

"**Excluded Taxes**" shall mean, with respect to the Lender, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located.

"**Governmental Authority**" shall mean the government of the United States of America or any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to

government and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"**Indemnified Taxes**" shall mean Taxes, other than Excluded Taxes, imposed on any payment made by or on account of the Borrower hereunder.

"**Interest Payment Date**" shall mean the first Business Day of each month, commencing May 1, 2019.

"**Issuer**" shall mean Escambia County, Florida, a political subdivision of the State, together with its successors and assigns.

"**Lender**" shall mean PNC Bank, National Association, or any successor, as holder of a majority of the Bonds.

"**Mandatory Purchase Date**" shall mean April 1, 2024 or such later date, on or prior to the maturity date specified in the Bonds, as may be approved in writing by the Lender, in its discretion, following receipt by the Lender of (a) a written request of the Borrower to extend such date, delivered by the Borrower not less than 90 days prior to April 1, 2024, and (b) not later than 20 days after such written request, an opinion of Bond Counsel to the effect that such extension will not adversely affect the tax-exempt status of the Bonds. Any written request delivered by the Borrower to the Lender pursuant to clause (a) in the preceding sentence shall be deemed not approved by the Lender if no approval is given by the Lender within 30 days of such written request of the Borrower.

"**Margin Stock**" shall mean margin stock within the meaning of Regulations U and X.

"**Material Adverse Effect**" shall mean a material adverse change in, or material adverse effect on, the business, results of operations or financial condition of the Borrower, taken as a whole.

"**Maximum Rate**" shall mean twelve percent (12%) per annum.

"**Non-Arbitrage Certificate**" shall mean the Non-Arbitrage Certificate executed and delivered by the Issuer upon the issuance of the Bonds.

"**Other Taxes**" shall mean any and all present or future stamp, registration, filing, court or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement, excluding any stamp duty, registration tax or other similar Taxes payable in respect of any assignment or transfer by the Lender of its rights and/or obligations under this Agreement.

"**Payment of the Bonds**" shall mean payment in full of the Bonds, upon maturity, acceleration or otherwise, and the making in full of all other payments due and payable pursuant to this Agreement at the time of such payment.

"**Permitted Transferee**" shall mean (a) an Affiliate of the Lender, (b) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, (c) a commercial bank having a combined capital and surplus, determined as of the date of transfer pursuant to this Agreement, of not less than $5,000,000,000 or (d) a Qualified Institutional Buyer.

"**Person**" shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership or government, or any agency or political subdivision thereof.

"**Prior Bonds**" shall mean the Issuer's Environmental Improvement Revenue Bonds, 2009 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of $8,000,000.

"**Prior Indenture**" shall mean that certain Trust Indenture, dated as of March 1, 2009, by and between the Issuer and the Prior Trustee, relating to the Prior Bonds.

"**Prior Trustee**" shall mean The Bank of New York Mellon, as trustee under the Prior Indenture.

"**Project**" shall mean the project refinanced with the proceeds of the Bonds, as more particularly described in the Tax Certificate.

"**Qualified Institutional Buyer**" shall mean a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended.

"**Reference Revolver**" shall mean that certain 5-Year Credit Agreement, dated as of December 12, 2016, among the Borrower, as borrower, each of the lenders from time to time party thereto, the Administrative Agent, Citibank, N.A., as syndication agent, and JPMorgan Chase Bank, N.A. and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, as such agreement may be amended, modified and supplemented from time to time, or, if such agreement has been terminated, the "Replacement Revolver."

"**Regulations U and X**" shall mean, respectively, Regulations U and X of the Board of Governors of the Federal Reserve System (or any successor), as the same may be amended or supplemented from time to time.

"**Related Party**" shall mean (a) with respect to the Lender, its Affiliates, directors, officers, employees and agents, and (b) with respect to the Issuer, its officers, employees and agents, including its attorneys and financial advisors.

"**Replacement Revolver**" means, following any termination of the Reference Revolver, the revolving credit agreement entered into by the Borrower substantially concurrently with such termination of and in replacement of the Reference Revolver.

"**State**" shall mean the State of Florida.

"**Tax Certificate**" shall mean the Tax Certificate and Covenants executed and delivered by the Borrower upon the issuance of the Bonds.

"**Taxes**" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges and similar fees, assessments or withholdings imposed by any Governmental Authority.

"**Transactions**" means the issuance, sale, delivery and purchase of the Bonds by the Lender, the execution and delivery by the Borrower of this Agreement, the performance by the Borrower of its obligations (including payment obligations) hereunder and under the Bonds and the use of the proceeds of the Bonds to refund the Prior Bonds.

(b) The following rules of construction shall apply for purposes of this Agreement:

(1) The words "hereof," "herein," "hereunder," "hereto" and other words of similar import refer to this Agreement in its entirety.

(2) The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(3) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(4) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(5) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

Section 2. <u>Representations and Findings by the Issuer</u>.

The Issuer makes the following representations as the basis for its undertakings hereunder:

(a) The Issuer is a political subdivision of the State and has the power to issue the Bonds, enter into this Agreement and the transactions contemplated herein and to carry out its obligations under this Agreement. The Project constitutes a "project" as such term is defined in the Act. By proper action, the Issuer has duly authorized the execution and delivery of this Agreement, the performance of its obligations hereunder and the issuance and delivery of the Bonds to the Lender.

(b) The Bond Documents to which the Issuer is a party have been duly executed and delivered by the Issuer and, assuming the due authorization, execution and delivery by the other parties thereto, constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(c) To the best of its knowledge and belief, the Issuer is not (i) in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such instrument

that with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder; (ii) in violation of the Act or any other existing State law, rule or regulation applicable to it; or (iii) in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which any of its assets are subject, and the execution and delivery by the Issuer of the Bond Documents and the performance of its obligations thereunder will not conflict with or result in the breach of or constitute a default under any of the above described documents or other restrictions.

(d) No further approval or consent on the part of any regulatory body, state or local, is required in connection with (i) the issuance and delivery of the Bonds by the Issuer, (ii) the execution or delivery of or performance by the Issuer of its obligations under the Bond Documents to which it is a party; or (iii) the assignment and pledge by the Issuer pursuant to this Agreement and the payments thereon by the Borrower, as security for payment of the principal of and interest on the Bonds. To the best of its knowledge and belief, no withholding of objection on the part of any federal regulatory body is required in connection with the issuance and delivery of the Bonds by the Issuer.

(e) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to its knowledge, threatened against the Issuer with respect to (i) the organization and existence of the Issuer; (ii) its authority to execute or deliver the Bond Documents to which it is a party; (iii) the validity or enforceability of any of such Bond Documents or the performance of its obligations thereunder; (iv) the title of any officer of the Issuer who executed such Bond Documents; or (v) any authority or proceedings related to the execution and delivery of such Bond Documents on behalf of the Issuer. No such authority or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect.

It is specifically understood and agreed that the Issuer makes no representation, covenant or agreement as to the financial position or business condition of the Borrower or the Project and does not represent or warrant as to any statements, materials, representations or certifications furnished by the Borrower in connection with the sale of the Bonds, or as to the correctness, completeness or accuracy thereof.

THE BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS, LIABILITY OR GENERAL OR MORAL OBLIGATION, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER OF THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY CHARTER OR CONSTITUTIONAL OR STATUTORY PROVISIONS OR LIMITATIONS. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND ALL PAYMENTS REQUIRED UNDER THIS AGREEMENT SHALL BE PAYABLE SOLELY FROM THE PROCEEDS DERIVED BY THE ISSUER UNDER THIS AGREEMENT, AND NEITHER THE ISSUER NOR THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL EVER BE REQUIRED TO (I) LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN ITS TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS OR TO MAKE ANY OTHER PAYMENTS PROVIDED FOR UNDER THIS AGREEMENT OR (II) PAY THE SAME FROM ANY FUNDS OF THE ISSUER OTHER THAN THOSE DERIVED BY THE ISSUER UNDER THIS AGREEMENT, AND THE BONDS SHALL NOT

CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY OR SITUATED WITHIN THE TERRITORIAL LIMITS OF THE ISSUER.

Section 3. Representations by the Borrower.

The Borrower makes the following representations as the basis for its undertakings hereunder:

(a) The Borrower (i) is a corporation duly organized and validly existing under the laws of the State of New York; (ii) has all requisite legal power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (iii) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a Material Adverse Effect.

(b) None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the by-laws of the Borrower, or any applicable law or regulation, or any order, writ, injunction or decree of any Governmental Authority, or any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, other than immaterial conflicts under contractual obligations.

(c) The Borrower has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Borrower of this Agreement have been duly authorized by all necessary corporate action on its part; and this Agreement has been duly and validly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

(d) No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by the Borrower of this Agreement or for the validity or enforceability thereof.

(e) The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of the Bonds will be used to buy or carry, or to extend credit to others to buy or carry, any Margin Stock.

(f) The Borrower has heretofore furnished to the Lender a true copy of the Borrower's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (the "Annual Report"), as filed by the Borrower with the Securities and Exchange Commission. Except as disclosed in writing to the Lender prior to the Closing Date, the Annual Report does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) Sections 3.03, 3.08, 3.09, 3.10, 3.12 (provided that, for purposes of matters expressly disclosed, the last sentence in Section 3.12(b) of the Existing 5-Year Credit Agreement shall be deemed to include a reference to the Annual Report) and 3.14 (provided that the term "Loans" in the last sentence in Section 3.14 of the Existing 5-Year Credit Agreement shall be deemed to mean the Bonds) of the Existing 5-Year Credit Agreement as well as related defined terms contained therein are hereby incorporated herein by reference for the benefit of the Lender with the same effect as if the same were set forth herein in their entirety and were made as of the date hereof.

Section 4. Representations by the Lender.

The Lender is purchasing the Bonds in a commercial transaction as a means of making a loan to the Issuer and of evidencing and securing the Issuer's obligation to repay that loan. In order to support compliance with laws potentially applicable to this loan transaction, the Lender hereby represents and warrants that it is (i) purchasing the Bonds for its own account for investment and has no present intention of reselling or disposing of the Bonds or engaging in any "distribution" thereof (as that term is used in the Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission thereunder); (ii) familiar with the operations and financial condition of the Borrower and the Project based upon information furnished to the Lender by the Borrower and has made such inquiries as it deems appropriate in connection with the purchase of the Bonds; and (iii) capable of evaluating the merits and risks of the purchase of the Bonds. In determining to purchase the Bonds, the Lender has not relied upon any information (including financial information) relating to the Borrower provided by the Issuer, nor has it relied upon the omission of the Issuer to provide any such information.

Section 5. Sale and Purchase of the Bonds; Pledged Estate

(a) The Issuer shall issue and sell the Bonds to the Lender and secure the Bonds by the Pledged Estate (as defined herein), and the Lender shall purchase the Bonds, all upon the terms and conditions set forth herein. On the Closing Date, the Issuer shall deliver the Bonds to the Lender in exchange for payment of the purchase price equal to the principal amount of the Bonds being made directly to the Borrower, which payment shall constitute an immediate and contemporaneous loan by the Issuer to the Borrower of the principal proceeds of the Bonds, as further provided in Section 7(a) herein.

(b) To secure the payment of the principal of and interest on the Bonds and the performance of the covenants contained herein and in the Bonds, and to declare the terms and conditions on which the Bonds are secured, and in consideration of the purchase of the Bonds by the Lender, the Issuer by these presents does grant, convey, assign, transfer, pledge, set over and confirm unto the Lender, and grant to the Lender security title to and a continuing security interest in, all and singular, the following described property and all proceeds and products thereof (collectively, the "Pledged Estate"): (i) all payments to be made by the Borrower to the Lender for the account of the Issuer pursuant to Section 7(b) of this Agreement; (ii) all right, title and interest of the Issuer in and to this Agreement (except for any right to indemnification and payment of expenses and right to consent granted to the Issuer pursuant to this Agreement), together with all powers, privileges, options and other benefits of the Issuer contained in this Agreement; provided, however, that nothing contained in this subsection shall impair, diminish or otherwise

affect the Issuer's obligations under this Agreement or, except as otherwise provided in this Agreement, impose any such obligations on the Lender; and (iii) any and all property of every kind or description which may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Agreement as additional security for the Issuer or any person on its part or with its written consent, or which pursuant to any of the provisions hereof may come into the possession or control of the Lender or a receiver appointed pursuant to this Agreement; and the Lender is hereby authorized to receive any and all such property as and for additional security for the Bonds and to hold and apply all such property subject to the terms hereof.

Section 6. Conditions Precedent to Delivery of the Bonds.

The Lender shall accept delivery of the Bonds and pay the purchase price thereof directly to the Borrower only upon delivery to the Lender in form and substance satisfactory to the Lender of the following:

(a) Executed copies of the Bond Documents;

(b) A certificate, signed by an authorized officer of the Borrower, evidencing the Borrower's approval of the issuance and sale of the Bonds;

(c) A certificate of an authorized official of the Issuer in which such official provides the resolution approving the transactions contemplated herein and certifies, among other things, that (i) to the best of his knowledge, the representations and warranties of the Issuer in this Agreement are true and correct, and the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied on or prior to the Closing Date; (ii) to the best of his knowledge, no Event of Default has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an Event of Default; and (iii) no litigation is pending or, to the best of his knowledge, threatened (A) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds thereof, the payment, collection or application of revenues or the pledge thereof pursuant to this Agreement or the execution, delivery or performance of this Agreement, (B) in any way contesting or affecting any authority for or the validity of any of the matters referred to in clause (A) above, (C) in any way contesting the existence or powers of the Issuer or (D) in any way contesting the payment, collection or application of revenues or the pledge thereof pursuant to this Agreement;

(d) A certificate of an Assistant Secretary of the Borrower certifying to, among other things, the organizational status and documents of the Borrower and the resolutions approving the transactions contemplated herein;

(e) A certificate of an authorized officer of the Borrower in which such officer, to the best of his or her knowledge, certifies that the representations and warranties of the Borrower in this Agreement are true and correct; that the Borrower has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to this Agreement at or prior to the Closing Date; and that no Event of Default has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an Event of Default;

(f) An opinion or opinions of Bond Counsel to the effect that (i) interest on the Bonds will be excludable from gross income for federal income tax purposes; (ii) interest on the Bonds will be an item of tax preference for purposes of the federal alternative minimum tax; and (iii) interest on the Bonds will be exempt from income taxation by the State;

(g) An opinion or opinions of counsel to the Borrower;

(h) An opinion of counsel to the Issuer;

(i) Payment of the Lender's structuring fee in the amount of $16,000; and

(j) Such other documentation, certificates and opinions as may be reasonably required by the Issuer, the Lender, the Lender's counsel or Bond Counsel.

Section 7. Delivery of and Payment for the Bonds; Loan by the Issuer; Use of Proceeds; Repayment of the Loan.

(a) (i) Subject to the terms and conditions of this Agreement, the Issuer does hereby make available to the Borrower, and the Borrower does hereby accept from the Issuer, effective as of the Closing Date, the principal amount of the Bonds.

(ii) On the Closing Date, the Borrower agrees to apply the proceeds of the Bonds to refund the Prior Bonds and agrees to deposit, or cause to be deposited, with the Prior Trustee the amount necessary to pay the principal of and accrued interest on the outstanding Prior Bonds. The Borrower agrees to pay any additional principal on the Prior Bonds to the extent that the proceeds of the Bonds are insufficient to redeem the Prior Bonds in full on the Closing Date.

(b) The Borrower shall make all payments required under the Bonds, on behalf of the Issuer, as and when the same become due and shall promptly pay directly to the Lender all other amounts necessary to pay principal of and interest on the Bonds, including any other payments required by the Bonds, as and when the same become due (whether at maturity, by acceleration or otherwise). Payments shall be made as provided in the Bonds. Any amount at any time paid to the Lender as the payment of principal of or interest on the Bonds as the same become due shall be credited against the Borrower's obligation hereunder as of the date such obligation is due (but subject to collection of any instrument, draft, check or order for payment received by the Lender). If such amount should be sufficient to pay at the times required the principal of and interest on the Bonds then remaining unpaid (including amounts accrued as of such date and amounts that will accrue through final Payment of the Bonds), the Borrower shall not be obligated to make any further payments hereunder but only if the same constitutes Payment of the Bonds. Interest on the Bonds shall be payable on the dates as provided therein. Notwithstanding anything contained herein to the contrary, if any payment of principal of or interest on the Bonds is payable on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date such principal of or interest on the Bonds is due. The Bonds shall mature, and be due in full, on March 1, 2033.

(c) The Bonds shall be subject to mandatory tender by the Lender for purchase on the Mandatory Purchase Date. The Lender shall be required to tender the Bonds to the Borrower for purchase at a purchase price equal to 100% of the principal amount of the Bonds, plus accrued and

unpaid interest thereon up to but not including the Mandatory Purchase Date. In the event the Lender fails to tender the Bonds as provided above on or prior to the Mandatory Purchase Date, the Lender shall not be entitled to any payment (including any interest to accrue subsequent to the Mandatory Purchase Date) other than the purchase price for such untendered Bonds, and the untendered Bonds shall no longer be entitled to the benefits of this Agreement, except for the purpose of payment of the purchase price therefor.

(d) The Bonds shall bear interest as provided in the Bonds; provided, however, that in no event shall the rate of interest on the Bonds exceed at any time the Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to the Bonds shall exceed the Maximum Rate, the rate of interest payable on the Bonds shall be limited to the Maximum Rate and, to the extent lawful, the interest that would have been payable on the Bonds but was not payable as a result of the operation of this sub-section shall be cumulated and the interest payable to the Lender on the Bonds shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate (as defined in the Bonds) to the date of repayment, shall have been received by the Lender.

(e) All interest payable on the Bonds shall be computed as provided in the Bonds.

(f) The Borrower shall make reasonable arrangements satisfactory to the Issuer and the Lender for the payment of the Lender's reasonable expenses, including reasonable legal expenses, incurred in connection with any Determination of Taxability.

(g) The Lender shall, if requested by the Borrower, have an attorney-in-fact, qualified to practice before the Internal Revenue Service, designated by the Borrower for the purpose of appealing or challenging any Determination of Taxability; provided, however, the Borrower provides indemnity reasonably satisfactory to the Lender to indemnify the Lender against any additional tax liability, penalties or interest that may result from any such appeal. All reasonable legal fees, costs and expenses of such appeal shall be paid by the Borrower. In the event a final judgment or order shall have been entered within 180 days of the Determination of Taxability finding, as a final determination, that no Determination of Taxability has indeed occurred, the Lender shall reimburse to the Borrower all supplemental interest that has been paid on the Bonds, and no additional supplemental interest shall be payable unless and until a Determination of Taxability shall subsequently occur.

(h) (i) If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, special deposit, liquidity ratio or similar requirement (including any compulsory loan requirement or insurance charge) against assets of, deposits with or for account of, or credit extended by, the Lender;

(B) impose on the Lender or the London interbank market any other condition (other than Indemnified Taxes or Excluded Taxes) affecting this Agreement; or

(C) subject the Lender to any Taxes on its loan to the Borrower under this Agreement, or its deposits, reserves, other liabilities or capital attributable thereto (other than (x) Indemnified Taxes, (y) Excluded Taxes and (z) Other Taxes);

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining such loan to the Borrower or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered.

(ii) If the Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement or the loan made by the Lender hereunder to the Borrower to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or the Lender's holding company for any such reduction suffered.

(iii) A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in paragraph (i) or (ii) of this subsection, and setting forth in reasonable detail the Change in Law and the calculations of such amount or amounts, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(iv) Failure or delay on the part of the Lender to demand compensation pursuant to this subsection shall not constitute a waiver of the Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate the Lender pursuant to this subsection for any increased costs or reductions incurred more than six months prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

(i) (i) Any and all payments by or on account of any obligation of the Borrower hereunder to the Lender shall be made free and clear of and without deduction for any Taxes, except as required by applicable law; provided that if the Borrower shall be required to deduct any Tax, then (A) if such Tax is an Indemnified Tax or Other Tax, the sum payable shall be increased as necessary so that after making all required deductions have been made (including deductions applicable to additional sums payable under this subsection) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (B) the Borrower shall make such deductions and (C) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(ii) The Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(iii) The Borrower shall indemnify the Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this subsection) paid by the Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(iv) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(j) If the Lender requests compensation under subsection (h) above, or if the Borrower is required to pay any additional amount to the Lender or any Governmental Authority for account of the Lender pursuant to subsection (i) above, then the Lender shall use reasonable efforts to designate a different lending office for holding the Bonds hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to subsections (h) or (i), as the case may be, in the future and (ii) would not subject the Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by the Lender in connection with any such designation or assignment.

Section 8. Tax Covenants.

(a) Neither the Borrower nor the Issuer shall take any action, fail to take any action or make any use of the proceeds of the Bonds which would cause the interest on the Bonds to be included in the gross income of the Lender.

(b) Without limiting the generality of the foregoing, the Borrower and the Issuer represent and warrant that the Tax Certificate and the Non-Arbitrage Certificate are true, complete and correct and agree to comply with the provisions thereof, which are hereby incorporated herein.

(c) The Borrower shall comply in all material respects with Section 46-307 under Article VII of Chapter 46 of the Escambia County Code.

Section 9. Affirmative and Negative Covenants.

(a) The Borrower shall deliver to the Lender such information (or a copy thereof) as is required to be delivered by the Borrower to the Administrative Agent under Sections 6.01 and 6.02 of the Reference Revolver. Information required to be delivered pursuant to this subsection (other than the certificate described in the next to last paragraph of Section 6.01 of the Reference

Revolver) shall be deemed to have been delivered in accordance with this subsection on the date on which such information has been posted (i) on the Borrower's website on the internet, (ii) at www.sec.gov or (iii) at another website identified by the Borrower in a notice to the Lender and accessible by the Lender without charge.

(b) Sections 6.03, 6.04, 6.06, 6.07, 6.08 and 6.09 of the Reference Revolver as well as related defined terms contained therein (collectively, the "Incorporated Covenants"), are hereby incorporated herein by reference for the benefit of the Lender with the same effect as if the same were set forth herein in their entirety and were made as of the date hereof, and the Borrower covenants that during the term of this Agreement it will comply with the Incorporated Covenants. Any amendment of the Incorporated Covenants or the addition of any new covenants or more restrictive covenants in the Reference Revolver (or any Replacement Revolver, as applicable) subsequent to the Closing Date shall be automatically incorporated herein.

(c) Any reference in this Agreement to the requirements of the "Reference Revolver" is a reference to the requirements of the Reference Revolver (or, as applicable, the Replacement Revolver) in effect at the relevant time. If the Reference Revolver is terminated, unless a Replacement Revolver is entered into substantially contemporaneously in replacement of the Reference Revolver, for the purposes of this Agreement, the Reference Revolver (or most recent Replacement Revolver, as applicable) shall be deemed to remain outstanding in the form in which it existed immediately prior to its termination, without giving effect to any consents, waiver, amendments or other modifications made in anticipation of such termination. The principles of this clause (c) shall be applicable to each Replacement Revolver as though it was the original Reference Revolver.

(d) The Borrower will promptly give to the Lender notice and a copy of each Replacement Revolver from time to time in effect and each amendment to or modification or supplement of, or termination of, the Reference Revolver at the time in effect.

Section 10. Events of Default.

Each of the following events is hereby declared an Event of Default hereunder:

(a) (i) Failure by the Borrower to make any principal payment on the Bonds when due and payable, or (ii) failure by the Borrower to make any interest payment on the Bonds within five Business Days of when due and payable;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the foregoing subsection (a), for a period of thirty (30) days after written notice, specifying such failure, requesting that it be remedied and stating that it is a notice of default, has been given to the Borrower (with a copy to the Issuer) by the Lender;

(c) Any representation, warranty or certification made by the Borrower herein, or any certificate furnished by the Borrower to the Lender pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(d) Any Event of Default under the Reference Revolver.

Section 11. Remedies of the Lender; Expenses.

Upon the occurrence and continuation of an Event of Default other than one referred to in clause (f) or (g) of the Existing 5-Year Credit Agreement, the Lender may (a) by written notice to the Borrower (with a copy to the Issuer), declare to be immediately due and payable an amount equal to the then unpaid principal of the Bonds, plus interest accrued on the Bonds to the date of such declaration, whereupon the same shall become immediately due and payable; and (b) exercise any remedy otherwise permitted by law or in equity. Upon the occurrence and continuation of an Event of Default referred to in clause (f) or (g) of the Existing 5-Year Credit Agreement, an amount equal to the then unpaid principal of the Bonds plus interest accrued on the Bonds shall automatically become immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrower. All remedies of the Lender provided for herein are cumulative. The exercise of any right or remedy by the Lender hereunder shall not in any way constitute a cure or waiver of default hereunder, or invalidate any act done pursuant to any notice of default, or prejudice the Lender in the exercise of any of its rights hereunder. Whether or not the Lender elects to employ any or all remedies available to it upon an Event of Default, the Lender shall not be liable for payment of, and the Borrower shall pay, any expense incurred in connection with the exercise of any remedy available to the Lender or for the performance or nonperformance of any other obligation of the Borrower. Without limiting the foregoing, the Borrower will pay all fees, costs and expenses of the Lender and the Issuer, including reasonable legal fees and expenses, incurred in connection with an Event of Default or any exercise of remedies under this Agreement, which shall include fees, costs and expenses incurred in connection with discussions, negotiations, workouts, amendments, modifications or other actions related to an anticipated, potential or past Event of Default, regardless of whether such Event of Default actually occurs or continues to exist.

Section 12. Limitation of the Issuer's Liability.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future official, officer, employee or agent of the Issuer in his individual capacity, and neither the officials of the Issuer nor any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No official, officer, employee or agent of the Issuer shall incur any personal liability with respect to any other action taken by him or her pursuant to this Agreement, provided such official, officer, employee or agent acts in good faith.

In the exercise of the powers of the Issuer and its officers under this Agreement, the Issuer shall not be accountable to the Borrower for any action taken or omitted by it or its officers in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred on them. The Issuer and its officers shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it and they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, provision, covenant or agreement contained in this Agreement or the Bonds, against any past, present or future officer, official, employee or

agent of the Issuer, or any officer, official, employee or agent of any successor to the Issuer, as such, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement and the issuance of the Bonds.

THE BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS, LIABILITY OR GENERAL OR MORAL OBLIGATION, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER OF THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY CHARTER OR CONSTITUTIONAL OR STATUTORY PROVISIONS OR LIMITATIONS. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND ALL PAYMENTS REQUIRED UNDER THIS AGREEMENT SHALL BE PAYABLE SOLELY FROM THE PROCEEDS DERIVED BY THE ISSUER UNDER THIS AGREEMENT, AND NEITHER THE ISSUER NOR THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL EVER BE REQUIRED TO (I) LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN ITS TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS OR TO MAKE ANY OTHER PAYMENTS PROVIDED FOR UNDER THIS AGREEMENT OR (II) PAY THE SAME FROM ANY FUNDS OF THE ISSUER OTHER THAN THOSE DERIVED BY THE ISSUER UNDER THIS AGREEMENT, AND THE BONDS SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY OR SITUATED WITHIN THE TERRITORIAL LIMITS OF THE ISSUER.

Section 13. Indemnification by the Borrower.

The Borrower agrees that it will indemnify and hold harmless the Lender and the Issuer and their Related Parties (each such Person being called an "Indemnitee") against any and all losses, costs, damages, expenses and liabilities (collectively, the "Losses"), including, but not limited to, reasonable attorneys' fees and expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments directly or indirectly resulting from one or more Claims (as defined herein). The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings brought against any Indemnitee or to which any Indemnitee is a party, specifically relating to the Bonds, the Project or this Agreement, provided that the term "Claim" shall not include, and the indemnification herein shall not extend to, as to any Indemnitee, Losses that are determined by a court of competent jurisdiction by final and nonappealable judgment to have arisen in whole or in part (in which case this exclusion shall apply on a proportionate basis) from the gross negligence, bad faith or willful misconduct of such Indemnitee or the failure by such Indemnitee to observe and perform its duties without gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The obligations of the Borrower under this Section shall apply to all Losses or Claims, or both, that result from any event, occurrence, condition or relationship prior to termination of this Agreement, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement or thereafter. Each Indemnitee, as appropriate, shall reimburse the Borrower for payments made by the Borrower pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by it from any insurance with respect to the Loss sustained. Each Indemnitee shall have the duty to claim any such insurance proceeds

and each Indemnitee, as appropriate, shall assign its respective rights to such proceeds, to the extent of such required reimbursement to the Borrower. In case any action shall be brought against any Indemnitee or to the actual knowledge of any Indemnitee threatened against it in respect of which indemnity may be sought against the Borrower, such Indemnitee shall promptly notify the Borrower in writing (provided that a failure to notify the Borrower in writing shall not excuse the Borrower from its obligations hereunder, unless such failure (a) resulted from the gross negligence, bad faith or willful misconduct of the applicable Indemnitee as determined by a court of competent jurisdiction by final and nonappealable judgment or (b) would preclude the Borrower from availing itself of defenses, protections or other remedies) and, with respect to the Lender or its officers or employees, the Borrower shall have the right to assume, and, with respect to the Issuer or its officers or employees, the Borrower shall assume, the investigation and defense thereof including the employment of counsel and the payment of all expenses. Subject to attorney-client privilege restrictions, the Borrower shall inform any applicable Indemnitee of the status of any action that the Borrower has assumed the defense of pursuant to this section. Each Indemnitee has the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnitee unless the employment of such counsel has been authorized by the Borrower. The Borrower shall not be liable for any settlement of any such action without its consent, which consent shall not be unreasonably withheld, but, if any such action is settled with the consent of the Borrower or if there be final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless each Indemnitee from and against any Loss by reason of such settlement or judgment.

The duty of the Borrower to defend each Indemnitee under this Section 13 shall commence from the time the Claim is known of as provided herein, and such duty shall exist and continue regardless of the merits of the Claim, except with respect to Claims that are determined by a court of competent jurisdiction by final and nonappealable judgment to have arisen in whole or in part (in which case this exclusion shall apply on a proportionate basis) from the gross negligence, bad faith or willful misconduct of such Indemnitee or the failure by such Indemnitee to observe and perform its duties without gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment.

It is the intention of the parties hereto that the Issuer and its Related Parties shall not incur pecuniary liability or expense (specifically including, but not limited to, expenses incurred in defending any Claim) by reason of, arising out of or relating to the Bonds, this Agreement or the Project.

Section 14. Registration and Transfer of the Bonds.

The Bonds shall be issued in registered form without coupons, payable to the registered owner or registered assigns. The Bonds will not be assigned a separate rating by any rating agency, registered with the Depository Trust Company or other securities depository, or assigned a CUSIP number. The Lender, as agent of the Issuer, shall keep books for the registration of transfer of the Bonds as the Bond Registrar. The Bonds may be transferred in whole, or in part in Authorized Denominations, only to Permitted Transferees that purchase commercial promissory notes or other municipal securities in the ordinary course of business; provided, however, that the Lender may not transfer 50% or more of the outstanding principal amount of the Bonds to one or more

Permitted Transferees without the prior written consent of the Borrower (which consent shall not be unreasonably withheld, conditioned or delayed). The transfer of the Bonds may be registered only upon an assignment executed by the registered owner in such form as shall be satisfactory to the Borrower, the Lender and such registered owner, such registration to be made on the registration books and endorsed on the Bonds by the Lender. The person in whose name the Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bonds shall be made only to or upon the order of the registered owner thereof or its, his or her legal representative or administrative agent.

Section 15. Option To Prepay.

The principal of and interest on the Bonds may be prepaid by the Borrower in whole or in part in Authorized Denominations at any time without premium or penalty. Whenever the Bonds are subject to prepayment, the Borrower may prepay its obligations under this Agreement, in whole or in part in Authorized Denominations at any time, upon fifteen (15) days' prior written notice to the Lender by paying to the Lender the principal amount to be prepaid and accrued interest to the prepayment date, and by making arrangements satisfactory to the Issuer and the Lender for payment of their respective reasonable fees and expenses (including, but not limited to, reasonable fees and expenses of counsel), if any. Any such prepayment of the Bonds shall without more be deemed a prepayment of the Borrower's obligations hereunder in the same amount.

In the case of any liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds acquired to purchase or hold the Bonds) which the Lender sustains or incurs as a consequence of the Borrower's prepayment (whether voluntary, after acceleration or otherwise) of the Bonds on a date other than an Interest Payment Date (collectively, the "Breakage Expenses"), the Borrower shall pay to the Lender a prepayment premium in such amount as will reimburse the Lender for such Breakage Expenses. A notice as to any amounts payable pursuant to this paragraph given to the Borrower by the Lender shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Borrower's payment obligations hereunder shall survive the payment in full of the Bonds and all other amounts payable hereunder.

Section 16. Participations.

The Issuer and the Borrower agree that the Lender may from time to time enter into a participation agreement or agreements with one or more persons (the "Participants"), pursuant to which the Participants shall be given participations in the Bonds, provided that (a) no participation shall increase any liability of the Borrower or the Issuer, and the Borrower and the Issuer shall not have any direct obligation to a Participant, and (b) the Lender shall at all times retain sufficient participation in the Bonds to be able to grant consents and provide waivers without the consent of any other Participant. The Lender may divulge to any Participant all information, reports, financial statements, certificates and documents obtained by it from the Borrower or any other person under any provision of this Agreement.

Section 17. Benefit of Agreement.

The Borrower intends that the representations, warranties and covenants made by the Borrower in this Agreement shall be for the equal benefit of the Issuer and the Lender hereunder.

Section 18. Notices.

All demands, notices, approvals, consents, requests and other communications hereunder and under the other Bond Documents shall be in writing and shall be deemed to have been given when transmitted by telecopy or facsimile transmission, sent using electronic mail, delivered in person or by overnight courier or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

if to the Borrower:

International Paper Company
6400 Poplar Avenue
Memphis, Tennessee 38197
Attention: Treasurer
Telephone: 901.419.4740
Facsimile: 901.419.4539
Email: errol.harris@ipaper.com

if to the Issuer:

Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502
Attention: County Attorney
Telephone: 805.595.4970
Email: admin@myescambia.com

with a copy to:

Bryant Miller Olive P.A.
SunTrust International Center
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131
Attention: JoLinda Herring
Telephone: 305.374.7349
Facsimile: 305.374.0895
Email: jherring@bmolaw.com

if to the Lender:

PNC Bank, National Association
201 Broad Street, Suite 420
Stamford, Connecticut 06901
Attention: Robert M. Martin,
Senior Vice President (Corporate Banking)
Telephone: 203.961.9570
Email: rmartin@pnc.com

with a copy to:

Clark Hill PLC
100 Overlook Center, 2nd Floor
Princeton, New Jersey 08540
Attention: Lisa S. Wren, Partner
Telephone: 609.475.5184
Email: lwren@clarkhill.com

each with a copy to:

McGuireWoods LLP
500 East Pratt Street, Suite 1000
Baltimore, Maryland 21202-1671
Attention: Alan C. Cason, Partner
Telephone: 410.659.4433
Facsimile: 410.659.4481
Email: acason@mcguirewoods.com

A duplicate copy of each notice, approval, consent, request or other communication given under this Agreement by either the Issuer or the Borrower to the other shall also be given to the Lender. The Issuer, the Borrower and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, or other communications shall be sent or persons to whose attention the same shall be directed.

Section 19. Waiver of Jury Trial; Jurisdiction and Venue.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AGREEMENT OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO MAKE THE EXTENSION OF CREDIT FOR THE BENEFIT OF THE ISSUER AND THE BORROWER. FURTHER, EACH OF THE ISSUER AND THE BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE LENDER OR THE LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF THE LENDER OR THE LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

(b) EACH OF THE ISSUER (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) AND THE BORROWER HEREBY IRREVOCABLY (I) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT (A) MAY BE BROUGHT AGAINST THE BORROWER IN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK AND (B) SHALL BE BROUGHT AGAINST THE ISSUER IN THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT OF

THE NORTHERN DISTRICT OF FLORIDA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND CONSENTS TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND (II) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE ISSUER (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) AND THE BORROWER HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING OF A COPY OF SUCH PROCESS TO THE ISSUER AND THE BORROWER AT THE ADDRESS PROVIDED IN SECTION 18. EACH OF THE ISSUER (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) AND THE BORROWER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. ALL MAILINGS UNDER THIS SECTION SHALL BE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. NOTHING IN THIS SUBSECTION SHALL AFFECT THE RIGHT OF THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE LENDER TO BRING ANY SUIT, ACTION OR PROCEEDING AGAINST THE BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION, PROVIDED, HOWEVER, THAT THE LENDER SHALL BRING ANY SUIT, ACTION OR PROCEEDING AGAINST THE ISSUER IN THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF FLORIDA. THE ISSUER, THE BORROWER AND THE LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING UNDER OR IN CONNECTION WITH THE BOND DOCUMENTS AND (B) ANY RIGHT TO CLAIM OR RECOVER IN ANY ACTION ARISING UNDER OR IN CONNECTION WITH THE BOND DOCUMENTS ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, DIRECT DAMAGES.

Section 20. USA Patriot Act.

The Lender is subject to the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, the Lender is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act.

Section 21. Miscellaneous.

(a) The Borrower agrees to pay the reasonable fees and expenses of the Issuer (including such reasonable fees and expenses due on the Closing Date as set forth in Article VII of Chapter 46 of the Escambia County Code), counsel to the Issuer, the Lender, counsel to the Lender and Bond Counsel, and all other reasonable costs, fees and expenses incidental to the

issuance of the Bonds and, with respect to the Issuer, the performance of its obligations under this Agreement.

(b) In connection with all aspects of the Transactions (including in connection with any amendment, waiver or other modification hereof), the Borrower acknowledges and agrees that (i)(A) the arranging, structuring and other services regarding this Agreement provided by the Lender and any affiliates thereof are arm's length commercial transactions between the Borrower on the one hand, and the Lender and any affiliates thereof on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the Transactions; (ii)(A) the Lender and each affiliate thereof is and has been acting solely as a principal and has not been, is not and will not be acting as an advisor, agent or fiduciary for the Borrower or any other person and (B) neither the Lender nor any affiliate thereof has any obligation to the Borrower with respect to the Transactions, except those obligations expressly set forth herein; and (iii) the Lender and each affiliate thereof may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Lender nor any affiliate thereof has any obligation to disclose any of such interests to the Borrower.

(c) The Lender shall furnish to the Issuer upon request (i) a statement of the amount of principal of the Bonds outstanding and unpaid as of the date of such request and (ii) such information as may be necessary to complete any audit of the Issuer as required by law, now or hereafter in effect.

(d) This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

(e) If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

(f) This Agreement shall be governed by the applicable laws of the State of New York; provided, however, that the powers and duties of the Issuer under this Agreement shall be construed and enforced in accordance with the applicable laws of the State.

(g) The Bond Documents express the entire understanding among the parties. No modification, amendment or waiver of any agreement, covenant, or provision of this Agreement, and no consent to any departure by the Issuer or the Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Issuer, the Borrower and the Lender covenant and agree that, except as provided in the following sentence, the Borrower and the Lender may amend, delete, restate or supplement any term or provision of this Agreement without notice to, or approval or consent of, the Issuer. The prior written consent of the Issuer shall be required for all of the following to be effective: (i) any change to any term or provision of Sections 2, 12 and 13 of this Agreement; (ii) any change which creates or imposes any liability or obligation (whether direct, indirect or contingent) for payment of any amount, or performance or forbearance of any action, upon the Issuer or its officers and employees; (iii) any

change which reduces, releases, or terminates any rights or interests of the Issuer or its officers and employees; or (iv) any change in the terms of the Bonds.

(h) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, all as of the date first above written.

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Lumon J. May
Chairman, Board of County Commissioners

ATTEST:

Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

INTERNATIONAL PAPER COMPANY

By: _____
Errol A. Harris
Vice President and Treasurer

PNC BANK, NATIONAL ASSOCIATION

By: _____
Robert M. Martin
Senior Vice President

EXHIBIT A

R-1

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW (OR ANY SUCH SIMILAR SUBSEQUENT LEGISLATION) AND IS SUBJECT TO SIGNIFICANT TRANSFER RESTRICTIONS, AS SET FORTH HEREIN.

UNITED STATES OF AMERICA

STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA
ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BOND
(INTERNATIONAL PAPER COMPANY PROJECT)
SERIES 2019

Maturity Date	**Interest Rate**	**Dated Date**
March 1, 2033	Variable	April __, 2019

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: EIGHT MILLION AND 00/100 DOLLARS ($8,000,000)

Escambia County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, or cause to be paid, solely from the source and as hereinafter provided, to the registered owner named above (the "Lender"), at such place as the holder of this Bond may in writing designate, in lawful money of the United States of America, the principal sum specified above, together with interest hereon from the dated date set forth above, and thereafter from the Interest Payment Date (as defined herein) on which interest has been paid or duly provided for, until payment hereof in full on or before the maturity date specified above, and, to the extent permitted by law, interest on any overdue installments of such interest at the interest rate provided herein.

THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS, LIABILITY OR GENERAL OR MORAL OBLIGATION, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER OF THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY CHARTER OR CONSTITUTIONAL OR STATUTORY PROVISIONS OR LIMITATIONS. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND ALL PAYMENTS REQUIRED UNDER THE AGREEMENT (AS DEFINED HEREIN) SHALL BE PAYABLE SOLELY FROM THE PROCEEDS DERIVED BY THE ISSUER UNDER THE AGREEMENT, AND NEITHER THE ISSUER NOR THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL EVER BE REQUIRED TO (I) LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN ITS TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND

INTEREST ON THIS BOND OR TO MAKE ANY OTHER PAYMENTS PROVIDED FOR UNDER THE AGREEMENT OR (II) PAY THE SAME FROM ANY FUNDS OF THE ISSUER OTHER THAN THOSE DERIVED BY THE ISSUER UNDER THE AGREEMENT, AND THIS BOND SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY OR SITUATED WITHIN THE TERRITORIAL LIMITS OF THE ISSUER.

This Bond is authorized and issued pursuant to the provisions of the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended (the "Act"), for the purpose of refunding the Issuer's Environmental Improvement Revenue Bonds, 2009 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of $8,000,000. Reference is hereby made to the Financing Agreement, dated as of April 1, 2019 (the "Agreement"), by and among the Issuer, the Lender and International Paper Company, a New York corporation (the "Borrower"), and all amendments and supplements thereto, for a description of the provisions with respect to the nature and extent of the security for this Bond, the rights, duties and obligations of the Issuer and the rights of the Lender with respect thereto. All capitalized terms used herein but not defined shall have the meanings in the Agreement.

Interest on this Bond shall be payable on the first Business Day of each month, commencing May 1, 2019 (each an "Interest Payment Date"). This Bond shall be subject to mandatory tender by the Lender for purchase on the Mandatory Purchase Date, in accordance with the terms of the Agreement.

This Bond shall bear interest at the Adjusted LIBOR Rate (which shall be determined by the Lender as provided therefor and shall become effective on each LIBOR Adjustment Date and shall remain in effect until the next succeeding LIBOR Adjustment Date), except as follows:

(a) If the Lender shall determine (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining LIBOR, then the Lender shall notify the Borrower in writing. Thereafter, until the Lender notifies the Borrower that the circumstances giving rise to such suspension no longer exist, (a) the availability of the Adjusted LIBOR Rate shall be suspended, and (b) the interest rate on this Bond shall be converted on the next LIBOR Adjustment Date to the Alternate Rate;

(b) If the Lender shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Lender to maintain loans based on LIBOR, the Lender shall notify the Borrower in writing. Upon receipt of such written notice, until the Lender notifies the Borrower that the circumstances giving rise to such determination no longer apply, (a) the availability of the Adjusted LIBOR Rate shall be suspended, and (b) the interest rate on this Bond shall be converted to the Alternate

Rate either (i) on the next LIBOR Adjustment Date if the Lender may lawfully continue to hold this Bond bearing interest based on LIBOR to such day, or (ii) immediately if the Lender may not lawfully continue to hold this Bond bearing interest based on LIBOR;

(c) If a Determination of Taxability shall have occurred, this Bond shall bear interest at the Taxable Rate as provided below; or

(d) If an Event of Default shall have occurred and be continuing under the Agreement, this Bond shall bear interest at the Default Rate.

All interest payable on this Bond shall be computed on the basis of the actual number of days elapsed over a year of 360 days if calculated on the basis of LIBOR and on the basis of the actual number of days elapsed over a year of 365 or 366 days if calculated on the basis of the Alternate Rate. The interest rate on this Bond shall not in any event exceed at any time the Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Bond shall exceed the Maximum Rate, the rate of interest payable on this Bond shall be limited to the Maximum Rate and, to the extent lawful, the interest that would have been payable on this Bond but was not payable as a result of the operation of this paragraph shall be cumulated and the interest payable to the Lender on this Bond shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Open Rate to the date of repayment, shall have been received by the Lender.

Upon the occurrence of a Determination of Taxability, the Borrower shall pay to the Lender on the next Interest Payment Date additional interest on this Bond in an amount by which (i) the interest which would have accrued on this Bond at the Taxable Rate during the period beginning on the Taxable Date and ending on the earlier to occur of the date of conversion to the Taxable Rate or the date of payment in full and retirement of this Bond, exceeds (ii) the interest actually paid on this Bond for such period. Thereafter, interest on this Bond shall accrue at the Taxable Rate.

"Adjusted LIBOR Rate" shall mean a rate of interest per annum equal to (rounded upward to the next whole multiple of 1/100 of 1%) the product of (a) the sum of (i) LIBOR plus (ii) 1.25%, multiplied by 80% and (b) the Margin Rate Factor. The Adjusted LIBOR Rate shall be adjusted (a) on each LIBOR Adjustment Date and (b) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

"Alternate Rate" shall mean a rate of interest per annum equal to (rounded upward to the next whole multiple of 1/100 of 1%) the product of (a) 80% multiplied by (b) the sum of the Base Rate plus 0.50%.

"Base Rate" shall mean the greater of (a) the Prime Rate and (b) the sum of the Federal Funds Rate plus fifty (50) basis points (0.50%).

"Default Rate" shall mean the Prime Rate plus 2%.

"Determination of Taxability" shall mean a determination that the interest on this Bond is includable in the gross income of the Lender for Federal income tax purposes, which determination

shall be deemed to have been made on the date on which the Borrower is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America or by the Internal Revenue Service, in a proceeding with respect to which the Borrower has been given written notice and an opportunity to participate and defend, that the interest on this Bond is includable in the gross income of the Lender for Federal income tax purposes; provided, however, that no Determination of Taxability shall be deemed to have occurred unless the Borrower has been afforded the opportunity, at its own expense, to contest any such conclusion or assessment, and no Determination of Taxability shall be deemed to have occurred until such contest, if made, has been finally determined. The Borrower shall be deemed to have been afforded the opportunity to contest if it shall have been permitted to commence and maintain any action in the name of the Lender to judgment and through any appeals therefrom or other proceedings related thereto.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upward, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to the Lender on such day on such transactions as determined by the Lender. Each determination of the Federal Funds Rate by the Lender shall be conclusive and binding on the Issuer and the Borrower except in the case of manifest error.

"LIBOR" shall mean the interest rate per annum determined by the Lender by dividing (the resulting quotient rounded upwards, at the Lender's discretion, to the nearest 1/100th of 1%) (a) the rate of interest determined by the Lender in accordance with its usual procedures (which determination shall be conclusive absent manifest error) to be the eurodollar rate two (2) Business Days prior to an applicable LIBOR Adjustment Date for an amount comparable to the outstanding principal amount of this Bond and having a borrowing date and a maturity comparable to one-month by (ii) a number equal to 1.00 minus the LIBOR Reserve Percentage; provided, however, if LIBOR, determined as provided above, would be less than zero, then LIBOR shall be deemed to be zero.

"LIBOR Adjustment Date" shall mean (a) the Closing Date, (b) the first Business Day of each calendar month and (c) the effective date of any change in the LIBOR Reserve Percentage.

"LIBOR Reserve Percentage" shall mean the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities").

"Margin Rate Factor" means (rounded upward, if necessary, to the nearest 1/100th of 1%) one minus the Maximum Federal Corporate Tax Rate multiplied by 1.265823. The effective date

of any change in the Margin Rate Factor shall be the effective date of the increase or decrease (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender).

"Maximum Rate" shall mean twelve percent (12%) per annum.

"Prime Rate" shall mean the rate publicly announced by the Lender from time to time as its prime rate. The Prime Rate is determined from time to time by the Lender as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Lender to any particular class or category of customers.

"Taxable Date" shall mean the date on which interest on this Bond is first includable in gross income of the Lender as a result of a Determination of Taxability.

"Taxable Rate" shall mean a rate of interest per annum equal to (rounded upward to the next whole multiple of 1/100 of 1%) the sum of (a) LIBOR, plus (b) 1.25%. The Taxable Rate shall be adjusted (a) on each LIBOR Adjustment Date and (b) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

If any payment of principal of or interest on this Bond is payable on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

Subject to the terms of the Agreement, this Bond may be prepaid by the Borrower, on behalf of the Issuer, in whole or in part at any time without premium or penalty upon fifteen (15) days' prior written notice to the Lender.

The Agreement provides that the Lender, at its option, may declare all amounts payable under this Bond to be immediately due and payable upon an Event of Default thereunder, and upon such declaration all amounts hereunder shall become immediately due and payable.

NEITHER THE ISSUER (OR ANY REPRESENTATIVE THEREOF) NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

This Bond is registered in the name of the holder hereof on the registration books kept by the Bond Registrar designated pursuant to the Agreement, which registration has been made in said registration books and endorsed hereon by the Bond Registrar, and no registration of transfer hereof shall be valid unless made on said registration books at the written request of the holder as provided in the Agreement.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

This Bond is issued with the intent that the laws of the State of Florida will govern its construction.

THIS BOND MAY BE TRANSFERRED IN WHOLE, OR IN PART IN AUTHORIZED DENOMINATIONS, ONLY IN ACCORDANCE WITH THE AGREEMENT AND MAY BE TRANSFERRED ONLY TO PERMITTED TRANSFEREES THAT PURCHASE BONDS, NOTES OR OTHER MUNICIPAL SECURITIES IN THE ORDINARY COURSE OF BUSINESS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Escambia County, Florida has caused this Bond to be signed by the Chairman of the Board of County Commissioners, to be attested by the Clerk of the Circuit Court, its seal to be affixed hereon and to be dated as set forth above.

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

TRANSFER OF BOND

This Bond is originally registered to PNC Bank, National Association. The transfer of this Bond may be registered by the registered owner or its duly authorized attorney or legal representative upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

Date of Registration	Name of Registered Owner	Signature of Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15699 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Exercising the Second of Two Possible One-Year Renewal Periods Related to PD13-14.063
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewal Periods Provided for in the Agreement for Commissary Services for the Escambia County Jail, PD13-14.063 - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 6 of PD13-1-4.063, Agreement for Commissary Services for the Escambia County Jail.

[Funding: This is a revenue generating Agreement benefiting the Detention/Jail Commissary Fund, Fund 111]

BACKGROUND:

On July 14, 2014, the County issued an Invitation to Bidders (PD13-14.063) seeking vendors to provide commissary services to the Escambia County Jail. On December 11, 2014, the County entered into an agreement with Aramark Correctional Services, LLC as a result of the solicitation. Section 6 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize the second of the two possible additional one-year terms for the period of April 1, 2019 to March 31, 2020. This agreement will be re-solicited during fiscal year 2020.

BUDGETARY IMPACT:

This is a revenue generating agreement benefiting the Detention/Jail Commissary Fund, Fund 111.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the intial agreement. The utilization of the extension as provided for in section 6 of the agreement does not requrie an amendment to the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize renewal periods beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to insure the continued provision of services as outlined in the agreement.

Attachments

Aramark Correctional Services, LLC PD13-14.063

AGREEMENT FOR COMMISSARY SERVICES FOR THE ESCAMBIA COUNTY JAIL PD 13-14.063

THIS AGREEMENT is made this 11th day of ~~November~~ December, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.063) for commissary services for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of commissary services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Commissary Services for the Escambia County Jail, Specification No. P.D. 13-14.063, and corresponding addenda, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

3. Rebate. Contractor agrees to pay County a 47% rebate for all inmate commissary gross sales less applicable sales tax and postage stamps.

4. Method of Billing. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

5. Depositor Fees. Contractor may not charge depositors in excess of the fees provided in the fee schedule, attached hereto as **Exhibit B**.

6. Term. The term of this Agreement shall commence on April 1, 2015, and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

7. Preparation and Installation. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas and installation of any ancillary equipment. Said preparation and installation shall not occur prior to March 1, 2015.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County or for convenience upon providing one hundred and eighty (180) days written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any

and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/24/14

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 1/6/2015

By: _____
Deputy Clerk

BCC Approved 12-11-2014

CONTRACTOR:
ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Senior Vice President

Witness: _____

Date: 12-18-14

Witness: _____

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections

P.O. Box 17600
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Scope of Services Document for Escambia County Jail's Commissary Contract

1.0 KEY ELEMENTS:

a. **Title:** Scope of Service Write Up for Escambia County Jail's Commissary Provider as Services Pertain to Finance and Accounting

b. **Background:** As required by Escambia County Board of County Commissioners the current Commissary Contract with Escambia County Jail has expired and will be put out for bid since we anticipate spending more than $50,000 with vendor during FY2015.

c. **Scope:** This scope of services document pertains to Escambia County Jail's Commissary contract and all applicable portions thereof.

d. **Applicable Documents/Technical Specifications:** I defer to Escambia County BOCC's IT department regarding technical specifications and their supporting documents.

e. **Tasks:**

i. Vendor should provide inmate commissary accounting software from which we
- can view detailed information regarding deposits and expenditures of inmate account
- allows checks to be issued to vendors and inmates
- keep an accurate register of checks issued and deposits made
- allows back reconciliations to take place
- provides detailed reporting capability
- will track and provide reporting on various debt codes that are customizable by our facility
- can issue debit cards to inmates upon their release from our facility
- provides all other functions equivalent to those provided in Canteen Manager v.5.0.31

ii. Vendor shall provide inmate commissary account cash deposit kiosks at 2 locations which will be utilized by the public for the depositing of funds into inmate commissary accounts

iii. Vendor will provide onsite training for staff members of our facility on an as needed basis

iv. Vendor will provide a staff of employees including supervisory personnel, all of them shall attend orientation and be subject to a satisfactory criminal history inquiry for the purposes of internal security. All persons employed by vendor in connection with its operation a the Escambia County Jail will be on the vendor's payroll and shall be deemed employees of the vendor for tax, insurance and all other employment purposes

v. Vendor will providing booking kiosks to facilitate the deposit and recording of inmate funds upon

their arrival at the Escambia County jail

vi. Vendor will provide a sufficient number of kiosks within the housing units where inmates will be able to coordinate their commissary orders, file requests, file grievance forms. check their account balance and see their account ledgers

vii. Vendor will facilitate the procurement, sale and distribution of phone cards between an outside vendor and inmates incarcerated at Escambia County Jail

viii. Vendor will make commissary items available for purchase from outside persons and will then facilitate their delivery to the intended inmate

ix. Vendor to provide equipment for heating of water for use in consumption of items purchased on commissary. Equipment equal or identical to the following type of commercial grade heated water dispenser: Bun O Matic hot water dispenser

f. **Location of Work:** Escambia County Main Jail (2935 North L Street, Pensacola, Florida 32501) and Escambia County Central Booking and Detention Facility (1700 West Leonard Street. Pensacola, Florida 32501)

g. **Minimum Compliance Standards:** The vendor must comply with all Florida Model Jail Standards and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC)

Type	Transaction Amount	Depositor Fee
Trust Deposits ($300 maximum):		
Cash	$0.01 to $100 $100.01 to $300	$2.95 $3.95
Credit/Debit	$0.01 to $300	$4.95 + 3.5%
Self Release (BAIL) Deposits ($2500 maximum):		
Cash	$0.01 to $2500	$2.95 per $100
Credit/Debit	$0.01 to $2500	$4.95 + 7.5%



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15700 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Exercising the Second of Two Possible One-Year Renewal Periods Related to PD13-14.065
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Renewal Periods Provided for in the Agreement for Inmate Food Services, PD13-14.065 - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of PD 13-14.065, Agreement for Inmate Food Services.

[Funding: Fund 001, General Fund; Cost Center 290401]

BACKGROUND:

On July 14, 2014, the County issued an Invitation to Bidders (PD13-14.065) seeking vendors to provide inmate food services to the Escambia County Jail. On September 25, 2014, the County entered into an agreement with Aramark Correctional Services, LLC as a result of the solicitation. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years from the effective date (outlined in Amendment 1 of the referenced agreement) with two possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize the second of the two possible additional renewal periods for the period of April 1, 2019 to March 31, 2020. This agreement will be re-solicited during fiscal year 2020.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize renewal periods beyond the intial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to ensure the continued provision of services as outlined in the agreement.

Attachments

Aramark Correctional Services, LLC PD13-14.065

AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this 25th day of September, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of inmate food service as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. In the event of a conflict

between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "C"**.

5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written notice to the County or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal

injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address; notice shall be made to each party as follows:

To: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/9/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
Lumon J. May, Chairman

BCC Approved 09-25-2014

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Senior Vice President

Date: 9-30-14

Witness: _____

Witness: _____

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections

P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Escambia County Corrections: Inmate Food Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC)

All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- special management meals.
- Special/ modified diets
- alternate menu items as needed determined need during natural or domestic emergency situations.

Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.
If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)
Modified diets shall be prepared for inmates when ordered by a physician or designee.
Records of meals served shall be kept for one (1) year.
Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.
Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist



or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.
Inmate labor will be provided by the agency to augment the contractor's food services personnel.
Contractor agrees to supervise inmate labor in the operation of inmate food service.
All contactor employees must satisfy all requirements for back ground security checks and must have accepted finger prints from FDLE.
All contactor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

ESCAMBIA COUNTY CORRECTIONS; INMATE FOOD SERVICE, SCOPE OF WORK (SOW)

1. It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

   Aramark understands and will comply.

2. All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

   Aramark understands and will comply.

3. The meals shall, at a minimum consist of the following:
   - Breakfast, lunch and dinner.
   - Special management meals.
   - Special/modified diets
   - Alternate menu items as needed determined need during natural or domestic emergency situations.

   Aramark understands and will comply.

4. Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

   Aramark understands and will comply.

5. Menus—The Recommended Dietary Allowances of the National Research Council—National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

   Aramark understands and will comply.

EXHIBIT
B

6. If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

   Aramark understands and will comply.

7. Modified diets shall be prepared for inmates when ordered by a physician or designee.

   Aramark understands and will comply.

8. Records of meals served shall be kept for one (1) year.

   Aramark understands and will comply.

9. Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

   Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

   Aramark understands and will comply.

10. Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

    Aramark understands and will comply.

11. Inmate labor will be provided by the agency to augment the contractor's food services personnel.

    Aramark understands and will comply.

12. Contractor agrees to supervise inmate labor in the operation of inmate food service.

    Aramark understands and will comply.

13. All contractor employees must satisfy all requirements for background security checks and must have accepted finger prints from FDLE.

    Aramark understands and will comply.

14. All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

    Aramark understands and will comply.

15. Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

    Aramark understands and will comply.

16. Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

    Aramark understands and will comply.

BID FORM
Specification Number PD 13-14.065
Food Services for the Jail

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502
Commissioners:

Date: August 7, 2014

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Food Services for the Jail** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Meal Type	Price Per Meal
Inmate Meal	$.779
Staff Meal	$.779
Outside Boxed Lunch Meal	$.779
Outside Boxed Dinner Meal	$.779
Special Modified Meal (Medical Needs)	$.779
Special Management Meal	$.779
Special Religious Meals (Kosher, etc.)	$.779
Supplies	$0

TOTAL $5.453

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/5/2014 Addendum No. 2 Date 8/5/2014

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

* Please see attached originally issued Bid Form for Aramark's Corporate Seal, if needed

State of Florida Department of State Certificate of Authority Document Number M07000002243

Occupational License No. Site specific: Aramark will obtain upon award of contract.

Florida DBPR Contractor's License, Certification and/or Registration No. H07000102696

Type of Contractor's License, Certification and/or Registration N/A

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox ___

Will your company accept Escambia County Purchasing Cards? Yes ____ No X .

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No X .

County Permits/Fees required for this project:

Bidder: Aramark Correctional Services, LLC

By: Tim Barttrum

Signature: [signature]

Title: Vice President of Business Development

Address: 1101 Market Street
Philadelphia, Pennsylvania 19107

Person to contact concerning this bid:
Derek Harless, Director of Business Development
Phone/Toll Free/Fax #Cell: (904) 703-2274 /
/ Toll Free: (800) 777-7090 / Fax: (904) 230-3833
E-Mail Address: Harless-Derek@aramark.com
Home Page Address: www.aramarkcorrections.com

Person to contact for emergency service:
Reggie Campbell, District Manager
Phone/Cell/Pager #: Cell: (850) 322-2292

Person to contact for disaster service:

EXHIBIT
C

Permit	Cost
Aramark will provide all licenses and permits needed upon award of contract.	

Reggie Campbell, District Manager
Home Address: 5502 Colinas Verde Drive
Milton, Florida 32570
Home Phone/Cell/Pager #: Cell: (850) 322-2292

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of $1000.

12/11/2014 CAL #-18

AMENDMENT TO THE AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AMENDMENT is made this 11th day of December, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

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

WITNESSETH:

WHEREAS, on September 25, 2014, the County entered into an Agreement for Inmate Food Service for the Escambia County Jail; and

WHEREAS, the Parties have agreed to amend the term of the Agreement as provided herein; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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

2. That Paragraph 2 of the Agreement shall read:

> 2. Term. ~~This~~ term of this Agreement shall commence on ~~the effective date provided herein~~ April 1, 2015, and continue for a term of three (3) years. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas. Said preparation shall not occur prior to March 1, 2015. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.
>
> After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
~~Lumon J. May, Chairman~~
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 12/11/2014

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

BCC Approved 12-11-2014

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Vice President Finance

Witness: _____

Date: 11-4-14

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/18/14

AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD13-14.065

THIS AMENDMENT is made this 7th day of January, 2016 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065), which was subsequently amended on December 11, 2014; and

WHEREAS, due to cost increases, the parties have agreed to amend the agreement to increase the price per meal; and

WHEREAS, as a result of said increase, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Agent agree to amend the Agreement as follows:

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

2. Effective October 1, 2015, Exhibit C to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by $0.0232 from $0.779 to **$0.8022**.

3. The Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/18/15

Date Executed 1/7/2016

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
By: Mark R. Adams, Vice President Finance

Date: 12-1-15

_____
Witness

_____
Witness

BCC Approved 01-07-2016

THIRD AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD13-14.065

THIS AMENDMENT is made and entered into on this 18th day of August, 2016, by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of 0.779 per meal; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by 0.0232 from the original bid price of 0.779 to **0.8022** with the cost increase to applied retroactively effective October 1, 2015; and

WHEREAS, On July 18, 2016, the Contractor submitted a second request for a price adjustment to increase the price charged per meal by an additional 0.0212 with said increase to take effect on October 1, 2016; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

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

2. Effective October 1, 2016, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of 0.0212 from 0.8022 to **0.8234**.

3. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date: 8/18/2016

BCC Approved: 08-18-2016

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
Witness

By: _____

Jenny Marquez
Witness

Date: 9/15/2016

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/3/16

FOURTH AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AMENDMENT is made and entered into by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of $0.779 per meal; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by $0.0232 from the original bid price of 0.779 to $0.8022 with the cost increase to be applied retroactively effective October 1, 2015; and

WHEREAS, on August 18, 2016, the parties entered into the Third Amendment to the Agreement to increase the price charged per meal by an additional $0.0212 from 0.8022 to $0.8234 with said increase to take effect on October 1, 2016; and

WHEREAS, on July 24, 2017, the Contractor submitted a request for price adjustment to increase the price charged per meal by an additional $0.018 from 0.8234 to **$0.8414** with said increase to take effect on October 1, 2017; and

WHEREAS, paragraph 5 of the parties' agreement provides for annual price adjustments upon the Contractor's written request and, if approved, said adjustment shall be accomplished by written amendment to the Agreement; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

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

2. Paragraph 15 of the Agreement is amended as follows:
   15. 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 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

3. Effective October 1, 2017, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of $0.0018 from 0.8234 to **$0.8414**.

4. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

By: _____
D.B. Underhill, Chairman

Date: 9/21/2017

BCC Approved: 09-21-2017

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
Witness

_____
Witness

By: _____

Date: 8/31/2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/15/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15747 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following March 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Mary M. Dodd, owner of residential property located at 1 Park Drive, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heat and air conversion;

2. The Agreements between Escambia County CRA and Thomas J. Clayton, owner of residential property located at 1 Greve Road, Warrington Redevelopment District, each in the amount of $4,365, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

3. The Agreements between Escambia County CRA and Richard R. and Charlotte L. Birge, owners of residential property located at 101 Edgewater Drive, Warrington Redevelopment District, each in the amount of $3,212, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

4. The Agreements between Escambia County CRA and Noeline M. Emmons, owner of residential property located at 303 Gilliland Road, Warrington Redevelopment District, each in the amount of $5,557, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On March 7, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Mary M. Dodd, Warrington TIF, Cost Center 370114, in the amount of $6,000
2. Thomas J. Clayton, Warrington TIF, Cost Center 370114, in the amount of $4,365
3. Richard R. and Charlotte L. Birge, Warrington TIF, Cost Center 370114, in the amount of $3,212
4. Noeline M. Emmons, Warrington TIF, Cost Center 370114, in the amount of $5,557

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_1 Park Drive_March2019
Agreement_1 Greve Road_March2019
Agreement_101 Edgewater Drive_March2019
Agreement_303 Gilliland Road_March2019

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **March 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Mary M. Dodd,** (the "Recipient"), owner of residential property located at **1 Park Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **March 2019**, and the Project shall be complete on or before the **7th** day of **June 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Mary M. Dodd
1 Park Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Mary M. Dodd
_____
Mary M. Dodd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2019 by Mary M. Dodd, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

Notary Seal: MAXWELL ROGERS Notary Public – State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021 Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/14/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Mary M. Dodd**
Property Address: **1 Park Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof and central heating and air conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Mary M. Dodd	**1 Park Drive** **Pensacola, FL 32507**	**50-2S-30-5060-051-001**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary M. Dodd

Mary M. Dodd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2019 by Mary M. Dodd, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/14/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement roof and central heating and air conversion

1 Park Drive – Mary M. Dodd

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **March 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Thomas J. Clayton,** (the "Recipient"), owner of residential property located at **1 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,365**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,365**, which shall be comprised of a cash contribution of **$4,365**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **March 2019**, and the Project shall be complete on or before the **7th** day of **June 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Thomas J. Clayton
1 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/7/19

For Recipient:
_____
Thomas J. Clayton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Thomas J. Clayton, Property Owner. She (__) is personally known to me or (__) has produced FL Drivers Lic as identification.

Notary Seal: MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Thomas J. Clayton**
Property Address: **1 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Thomas J. Clayton	**1 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-300-015**

Total Amount of Lien **$4,365**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Thomas J. Clayton

Thomas J. Clayton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Thomas J. Clayton, Property Owner. She (__) is personally known to me or (X) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/1/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement roof

1 Greve Road – Thomas J. Clayton

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **March 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard R. and Charlotte L. Birge,** (the "Recipient(s)"), owner of residential property located at **101 Edgewater Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,212**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,212**, which shall be comprised of a cash contribution of **$3,212**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **March 2019**, and the Project shall be complete on or before the **7th** day of **June 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Richard R. and Charlotte L. Birge
101 Edgewater Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/1/19

For Recipients:

_____
Richard R. Birge, Property Owner

_____
Charlotte L. Birge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Richard R. Birge, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Charlotte L. Birge, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard R. and Charlotte L. Birge**
Property Address: **101 Edgewater Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Richard R. and Charlotte L. Birge	**101 Edgewater Drive Pensacola, FL 32507**	**37-2S-30-1000-021-001**

Total Amount of Lien **$3,212**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Richard R. Birge, Property Owner

Charlotte L. Birge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Richard R. Birge, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Charlotte L. Birge, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 2/1/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Roof

101 Edgewater Drive – Richard R. and Charlotte L. Birge

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **March 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Noeline M. Emmons,** (the "Recipient"), owner of residential property located at **303 Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,557**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,557**, which shall be comprised of a cash contribution of **$5,557**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **March 2019**, and the Project shall be complete on or before the **7th** day of **June 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Noeline M. Emmons
303 Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Noeline Emmons
Noeline M. Emmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Noeline M. Emmons, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/6/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Noeline M. Emmons**
Property Address: **303 Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Noeline M. Emmons	**303 Gilliland Road** **Pensacola, FL 32507**	**50-2S-30-6090-478-022**

Total Amount of Lien **$5,557**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Noeline Emmons

Noeline M. Emmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Noeline M. Emmons, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/6/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement windows

303 Gilliland Road – Noeline M. Emmons

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15749 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Cancellation of Residential Rehab Grant Program Liens
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following March 7, 2019, 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 eight 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
Willis Cornelius and Connie Faye Fails	1716 West Saint Joseph Street	$2,080
Belinda G. Glencoe	8809 Chisholm Road	$4,787
Brenda Joyce Greene	2570 Brooklyn Street	$2,640
Derryl D. Kidder	4 Audusson Avenue	$2,775
Naybor Properties, LLC	804 Lakewood Road	$3,115
John R. Ryan	104 Southeast Gilliland Road	$2,850
Susan Smith	429 Baublits Court	$4,397
Robert E. Tarrant, Jr.	2275 Berg Street	$6,000

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_Fails_March2019
LienCX_Glencoe_March2019
LienCX_Greene_March2019
LienCX_Kidder_March2019
LienCX_NayborProperties,LLC_March2019
LienCX_JohnRRyan_March2019
LienCX_Smith_March2019
LienCX_Tarrant,Jr._March2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,080** executed by **Willis Cornelius and Connie Faye Fails**, and recorded in Official Record Book **7859** at page **433**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/10/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
1-18-2018 CAR II-1 (2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018014695 2/23/2018 2:29 PM
OFF REC BK: 7859 PG: 433 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Willis Cornelius and Connie Faye Fails	**1716 West Saint Joseph Street Pensacola, FL 32501**	**17-2S-30-1600-144-141**

Total Amount of Lien **$2,080**

Verified By: JM Little
Date: 1-22-2018

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Willis Cornelius Fails, Property Owner

Connie Faye Fails, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of December, 2017 by Willis Cornelius Fails, Property Owner. He (__) is personally known to me or (X) has produced FL DL as identification.

The foregoing instrument was acknowledged before me this 7th day of December, 2017 by Connie Faye Fails, Property Owner. She (__) is personally known to me or (X) has produced FL DL as identification.

Notary Public State of Florida
Nicholas W Jordan
My Commission GG 149153
Expires 10/08/2021

(Notary Seal)

Signature of Notary Public

Nicholas Jordan
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title:
Date: 12/19/17

This instrument prepared by:
Nick Jordan, Safe Neighborhood Coordinator
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Before

Englewood District

Willis Cornelius and Connie Faye Falls

1716 W. Saint Joseph Street

Replacement Roof

Project Total $4,160

Grant Total $2,080


After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,787** executed by **Belinda G. Glencoe**, and recorded in Official Record Book **7851** at page **1952**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/10/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original
1-18-2018 CAR II-1 (3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018010600 2/9/2018 3:09 PM
OFF REC BK: 7851 PG: 1952 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Belinda G. Glencoe	**8809 Chisholm Road Pensacola, FL 32514**	**13-1S-30-1201-172-004**

Total Amount of Lien **$4,787**

Verified By: JM Date: 1-22-2018

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Belinda G. Glencoe, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2017 by Belinda G. Glencoe, Property Owner. She ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

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

By: Jessica Wittle
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title:

Date: 12/12/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

Belinda G. Glencoe

8809 Chisholm Road

Replacement Roof

Project Total $9,575

Grant Total $4,787



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2.640** executed by **Brenda Joyce Greene**, and recorded in Official Record Book **7851** at page **1956**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/10/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CAR II-9 (3-B)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018010602 2/9/2018 3:10 PM
OFF REC BK: 7851 PG: 1956 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Date: 12/1/2017 Verified By: DAll

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Brenda Joyce Greene	**2570 Brooklyn Street Pensacola, FL 32514**	**17-1S-30-3000-002-039**

Total Amount of Lien **$2,640**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Brenda Joyce Greene

Brenda Joyce Greene, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Brenda Joyce Greene, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 8-4-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/27/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Atwood District

Brenda Joyce Greene

2570 Brooklyn Street

Total Electrical Rewiring

Project Total $5,280

Grant Total $2,640



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,775** executed by **Derryl D. Kidder**, and recorded in Official Record Book **7859** at page **429**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/10/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/30/2017 CA#II-9 (6-B)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018014693 2/23/2018 2:28 PM
OFF REC BK: 7659 PG: 429 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Derryl D. Kidder	**4 Audusson Avenue** **Pensacola, FL 32507**	**59-2S-30-1000-003-020**

Total Amount of Lien **$2,775**

Date: 12/4/2017 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Derryl D. Kidder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017 by Derryl D. Kidder, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 10-28-23 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019

For: **Board of County Commissioners of Escambia County**

By: ~~D.B. Underhill, Chairman~~
Jeff Bergosh, Chairman

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

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 10/4/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

Derryl D. Kidder

4 Audusson Avenue

Replacement Roof

Project Total $5,550

Grant Total $2,775



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,850** executed by **John R. Ryan**, and recorded in Official Record Book **7851** at page **1954**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:_____
Date:_____

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018010601 2/9/2018 3:09 PM
OFF REC BK: 7851 PG: 1954 Doc Type: L
Recording $18.50

11/30/2017 CAR II-9 (8-B)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
John R. Ryan	**104 Southeast Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-571-026**

Date: 12/14/2017 Verified By:

Total Amount of Lien **$2,850**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by John R. Ryan, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.

By/Title:
Date: 10/11/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

John R. Ryan

104 SE Gilliland Road

Replacement Roof

Project Total $5,700

Grant Total $2,850



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,397** executed by **Susan Smith**, and recorded in Official Record Book **7856** at page **444**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/10/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
1-18-2018 CAR II-1 (7)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018012924 2/16/2018 2:28 PM
OFF REC BK: 7856 PG: 444 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Susan Smith	**429 Baublits Court** **Pensacola, FL 32507**	**50-2S-30-6090-446-021**

Total Amount of Lien **$4,397**

Verified By: JM Date: 1-22-2018

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Susan Smith

Susan Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2017 by Susan Smith, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 999771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

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

By: Jessica Maddox
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 11/16/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Susan Smith

429 Baublits Court

Replacement Windows

Project Total $8,795

Grant Total $4,397



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15750 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following March 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity of the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approving the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipients have met their one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Tzy-Yn & Michael M. Hua	847 North Navy Boulevard	$3,017

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Commercial Facade, Landscape, and Infrastructure Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Commercial Facade, Landscape, and Infrastructure Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the property owner.

Attachments

LienCX_Hua_March2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,017** executed by **Tzy-Yn & Michael M. Hua**, and recorded in Official Record Book **7733** at page **1141**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 2/1/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

12/8/2016 CART-9(2)

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Tzy-Yn & Michael M. Hua	**847 North Navy Boulevard Pensacola, Florida 32507**	**52-2S-30-2000-000-003**

Date: 12-14-2016 Verified By: K. McLeod

Total Amount of Lien **$3,017**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017047734 6/23/2017 9:52 AM
OFF REC BK: 7733 PG: 1141 Doc Type: L
Recording $18.50

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Tzy-Yn Hua, Property Owner

Michael M. Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Tzy-Yn Hua, Property Owner. She (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Michael M. Hua, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: **Douglas B. Underhill, Chairman**

Date Executed: 12/8/2016

BCC Approved: 12-08-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

By: _____
Deputy Clerk

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:
Date: 12/8/16



Warrington District

Tzy-Yn and Michael M. Hua

847 North Navy Boulevard

Architectural Feature Restoration

Project Total $6,035

Grant Total $3,017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15733 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Authorize A Month-to-Month Continuation of the Agreement for Livestock Collection and Boarding Services as Permitted by Terms of the Current Agreement
From: JOHN ROBINSON, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization of a Month-to-Month Continuation of the Agreement for Livestock Collection and Boarding Services - Tim Tolbert, Building Official/Department Director

That the Board authorize a month-to-month continuation of the current livestock and boarding Agreement, as permitted by the terms of the current Agreement between Escambia County and Josh Weekley.

[Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401]

BACKGROUND:

On January 21, 2016, Escambia County entered into an Agreement for Livestock Collection and Boarding Services with Josh Weekley. On January 24, 2019, the Agreement expired. The Agreement provides that in the event that neither party indicates an intention to withdraw from the Agreement at the conclusion of the contract term, the provisions of the contract will be extended for an additional six (6) month period. It is necessary for Animal Services to utilize this month-to-month extension due to a jurisdictional issue with a recent bid solicitation, which will require the County to re-submit for bid solicitations.

The Animal Control Department is required to respond to calls regarding cruelly treated or stray livestock by collecting and boarding them in an approved and inspected facility. Mr. Weekley is on call on a 24 hour/day basis to respond for the County to pick up livestock from these calls and transport them to his facility for

care and boarding until such time as enforcement or other action can be accomplished.

BUDGETARY IMPACT:

Funding: Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

The original agreement was prepared by Meredith Crawford, Assistant County Attorney.

PERSONNEL:

The contract administrator id the Division Manager of Animal Control.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of month-to-month continuation of the livestock officer agreement is required.

IMPLEMENTATION/COORDINATION:

Upon approval, Josh Weekley will be notified that the County will be continuing his services in accordance with the agreement and Mr. Weekley will be asked to sign an acknowledgement regarding same.

Attachments

Livestock Officer Agreement

AGREEMENT FOR LIVESTOCK COLLECTION AND BOARDING SERVICES

THIS AGREEMENT, made and entered into on this 21st day of January, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Josh Weekley (hereinafter referred to as "Contractor"), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County requires certain services related to the collection, impoundment and disposition of straying, nuisance or abused/neglected livestock animals within the unincorporated areas of Escambia County; and

WHEREAS, the Contractor is qualified to perform such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for livestock collection and boarding services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Contractor agree as follows:

1) Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2) Definitions. The following definitions shall apply to the terms of this agreement:

a) "Livestock" shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

b) "Owner" shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.

c) "Livestock running at large" or "straying" shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner's permission, and posing a threat to public safety.

d) "Public roads" as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except

those maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

3) Contractor agrees to perform in accordance with the scope of work as provided herein.

4) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock and straying animals on the public roads (as defined above) within Escambia County, Florida, and those found or reported "running at large" (as defined above) within said County.

5) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock taken into custody by County or any agent of the County as part of an animal cruelty investigation.

6) Contractor agrees to provide the suitable shelter and holding areas for livestock animals impounded pursuant to this agreement pending further disposition. The site may be inspected by Escambia County.

7) Contractor agrees to provide the proper care and required feed for all animals impounded. Appropriate care for all livestock in custody pursuant to this agreement will be provided in accordance with Chapter 588, Florida Statutes, and the generally accepted standards of care for each specific type of animal maintained in custody. Animals shall be fed in accordance with Chapter 588, Florida Statutes, and as deemed appropriate, in accordance with all facts and circumstances, including the state of health and malnourishment of the animal.

8) Contractor agrees to remove all dead livestock and large animals from the public rights-of-way upon receiving notification from ECSO and/or County and make appropriate arrangements for disposal.

9) In the event of the death of any animal in custody, Contractor shall obtain a written statement of the cause of death from a licensed veterinarian. Autopsies are not authorized unless authorized in advance. Contractor shall make appropriate arrangements for disposal.

10) Contractor must obtain prior approval from County for veterinary services or other services or expenses not covered in this agreement. In the event of an emergency, Contractor shall notify County of any expenses incurred within 24 hours. Payment for and/or reimbursement for any such services or expenditures may be denied if not properly authorized pursuant to this provision.

11) Contractor or designee shall agree to be available at all times, meaning on a twenty-four (24) hours each day, seven (7) days a week basis. Contractor will provide manpower for constant coverage and will keep the Escambia County Division of Animal

Control ("Animal Control") and the Escambia County Sheriff's Office ("ECSO") informed of all contact information for any persons providing assistance to Contractor.

12) Contractor acknowledges that a prompt and timely response to calls for service is of paramount importance to fulfilling the duties described in this Agreement. Accordingly, Contractor agrees to provide Animal Control and ECSO with all relevant contact information. Contractor is obligated to respond to the relevant dispatch center within (15) minutes of receiving a call or page, and will be in service to respond within (30) minutes of receiving the call. Contractor or his designee will answer each call in an expeditious manner.

13) Contractor shall not enter private property to capture livestock unless accompanied by an Escambia County Deputy Sheriff and/or Escambia County Animal Control Officer.

14) Contractor, with the assistance of the responding deputy/officer will make reasonable attempts to identify and notify the owner of the livestock. In the event Contractor and the responding deputy/officer are unable to locate the owner, Contractor, with the assistance of the responding deputy/officer, will impound the animal.

15) In the event of any accident or unforeseen injury (personal injuries, animal injuries, property damage) while responding to a call for service, Contractor shall immediately notify County.

16) In the event County determines Contractor has demonstrated a pattern of failing to respond to such calls for service, the County shall have the right to forego the monthly payment for any month during which inadequate response to calls for service has been rendered.

17) Contractor shall maintain a monthly report that shall be provided to Escambia County Animal Control no later than the 10th of each calendar month. At a minimum, the report shall provide the following:

a) Description of animal, including any brand, tattoo or other identifiable characteristics;

b) Date and place of capture;

c) Date and place of impoundment;

d) If unclaimed, the date of transfer to public livestock market and/or date of public sale;

e) Mileage incurred as a result of transporting livestock animals pursuant to this agreement;

f) Itemization of all expenses incurred as a result of impounding livestock animals pursuant to this agreement.

18) In the event that the owner produces satisfactory proof of ownership and desires to redeem an impounded animal, the owner is responsible for the costs of storage, veterinarian services, and notice publication costs. Contractor will direct the owner to the County for payment of fees incurred. Contractor will release impounded livestock to the owner only after the owner provides proof that all required fees have been paid in full to County.

19) In the event any impounded livestock is to be sold at a public sale, Contractor will provide assistance in conducting the sale as directed by ECSO and/or County.

20) Contractor agrees to prepare and transport all livestock for sale once the livestock have been declared abandoned and after all appropriate notices have been given. If Contractor is notified that an animal is to be sold at auction, Contractor will transport the livestock to the nearest livestock auction yard and request that the auction remit any proceeds of the sale to County, along with a full and accurate description of the livestock sold or disposed of, to whom, and the sale price therefor.

21) All fees and revenues obtained from the impounding, apprehending, holding or sale of livestock by Contractor shall be submitted to County accompanied by a report detailing the sums collected.

22) In exchange for the services described herein, County agrees to pay Contractor one thousand four hundred eighty five dollars ($1,485.00) per month and the following impoundment fees for each animal impounded pursuant to this Agreement:

Animal	Fee
Small animals (e.g. goats, sheep, pigs, hogs)	$8.00 p/day
Large animals (e.g. cows, horses, mules, donkeys)	$10.00 p/day
Stud Horses	$13.00 p/day

23) On a monthly basis, Contractor shall submit all reports, requests for payment with appropriate supporting documentation, and any revenue obtained pursuant to the performance of this Agreement to:

John Robinson
Escambia County Animal Services
200 W. Fairfield Dr, Pensacola, FL 32501
Pensacola, Florida 32501
(850) 595-3078

24) County shall provide a truck and trailer for the use in the performance of the duties and responsibilities set forth in this agreement. The County truck and trailer shall be kept on the county lot closest to the Contractor. Contractor shall execute a separate lease agreement for use of the County truck and trailer. Use of County's truck and trailer shall be limited to services performed pursuant to this agreement. The truck and trailer, as well as any other County equipment, utilized by Contractor in the performance of the duties provided herein shall be properly maintained at the County's expense. The Contractor shall provide Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles as provided for in Paragraph 28 of this Agreement.

25) County shall provide fuel for the performance of the duties provided herein.

25) It is mutually understood and agreed that this contract shall commence as of the date both parties have signed this Agreement and shall continue in effect for twelve (12) months. The Contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners. In the event that neither party indicates an intention to withdraw from this agreement at the conclusion of the contract term, the provisions of this contract will be extended for an additional six (6) month period.

26) Either party may terminate this agreement at any time by providing the other party with at least thirty (30) days written notice of intention to terminate via certified mail.

27) Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this

Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

28) Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c) Excess or Umbrella Liability coverage.

d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, 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.

e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County on both the CGL and Auto policies 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.

29) In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold himself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

30) Contractor represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement. All actions undertaken by Contractor pursuant to this

agreement shall be in accordance with all applicable federal and state laws, regulations, and rules.

31) Contractor shall not engage in, or offer to engage in, any business arrangement with any person or business that arises from or is related to the performance of any service pursuant to this agreement. Contractor may not seek or accept any remuneration or payment of any kind or type from anyone other than County for performing any services pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have 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 Josh Weekley, 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: _____
Jack Brown, County Administrator

Date: 1/25/16

Approved as to form and legal sufficiency.

By/Title: C.M. Crawford ACA
Date: 1/20/16

BBC Approved 01-21-2016

Witness: Judy H. Witterstaetter

Witness: _____

CONTRACTOR:

_____
Josh Weekley

Date: Jan 22 2016

Witness: _____ 1/20/2016

Witness: _____ 1/20/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15774 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Funding Allocation to Montclair Elementary School
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Montclair Elementary School - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's Discretionary Fund for the purchase of school uniforms for Montclair Elementary School.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Ms. Rhonda Robinson, Montclair Elementary School, emailed Commissioner May requesting assistance with the purchase of school uniforms.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with Montclair Elementary School to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15673 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of the County-Owned Space at 150 West Maxwell Street, by Rebuild Northwest Florida, Inc. - Robert E. Dye, Facilities Management Department, Interim Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement with Rebuild Northwest Florida, Inc., for the property located at 150 West Maxwell Street, Pensacola, Florida, for the term of three years, commencing on April 1, 2019, with the option to renew the lease for two additional two-year terms.

Rent is to be paid to the County in the amount of $1.00 per year.

BACKGROUND:

Rebuild Northwest Florida, Inc. entered into a lease with the County for the property located at 150 West Maxwell Street, Pensacola, FL on March 26, 2007. On April 5, 2012 the Board approved a new lease effective April 1, 2012. This lease was for three years and allowed for two additional two-year terms. First Renewal of Lease was approved by the Board on 3/19/2015 and the Second Renewal of the Lease was approved by the Board on 3/16/2017. The current lease will expire on March 31, 2019.

This Lease requires Rebuild Northwest Florida, Inc., to pay for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet and cable television.

Rebuild Northwest Florida, Inc. is a public/private partnership existing to coordinate need-based recovery initiatives for citizens of Santa Rosa and Escambia Counties impacted by Hurricane Ivan. This is a collaborative effort including private citizens, non-profit organizations, interfaith communities, government entities and businesses which will assist individuals and families in restoring their lives primarily, but not exclusively, by rebuilding and fortifying their homes.

Rebuild Northwest Florida, Inc. is a 501 (c)(3), non-profit corporation existing to coordinate need based recovery initiatives for citizens of Santa Rosa and Escambia Counties impacted by Hurricane Ivan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Resolution and Lease Agreement

Insurance

Rebuilds Request

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
REBUILD NORTHWEST FLORIDA, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019 by and between Rebuild Northwest Florida, Inc., a Florida non-profit corporation ("Rebuild") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, Rebuild Northwest Florida, Inc. (Rebuild) is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes; and

WHEREAS, Rebuild has requested that the County lease the Property to Rebuild for use as office space for its hurricane mitigation program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Rebuild under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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

2. Property Leased. The County leases to Rebuild property located at 150 West Maxwell Street, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").

3. Term. The initial term of the Lease shall be for three (3) years, commencing on _____, 2019 (Effective Date). This Lease may be renewed by Rebuild for two additional two (2) year terms, provided that Rebuild shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.

4. Rent. Rebuild shall pay to the County as rent the sum of One Dollar ($1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Rebuild first obtains written authorization from the County. Rebuild shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by Rebuild may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. Rebuild shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. The County will provide replacement air filters and light bulbs, exterior landscaping and grounds keeping. Rebuild shall be responsible for all utility service charges, including electricity, water, sewer, custodial services, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Rebuild, its officers, employees, agents, and invitees.

8. Inspection. Rebuild shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Rebuild accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Rebuild agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Rebuild.

10. Insurance. Rebuild shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, Rebuild shall procure and maintain general liability insurance with $1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Rebuild shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of

Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Rebuild agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Rebuild must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. Rebuild shall use the Property solely as an administrative office for its hurricane mitigation program and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, Rebuild shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Rebuild under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

REBUILD:

Garrett Walton, CEO
Rebuild Northwest Florida, Inc.
150 West Maxwell Street
Pensacola, Florida 32501

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Rebuild's use of the Property.

15. Compliance with Laws. Rebuild agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Rebuild after the date of this Lease. Rebuild acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Rebuild's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Rebuild shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Rebuild have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: Asst County Atty
Date: Feb. 14, 2019

REBUILD NORTHWEST FLORIDA, INC.

Witness Kimberly J. West
Print Name Kimberly J. West

Witness Sandra C Woodbery
Print Name Sandra C Woodbery

By: Garrett Walton, CEO

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of February, 2019, by Garrett Walton as CEO of Rebuild Northwest Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. He (✓) is personally known to me, or (_) has produced current _____ as identification.

SANDRA C. WOODBERY
Notary Public - State of Florida
Commission # GG 104319
My Comm. Expires Sep 8, 2021
Bonded through National Notary Assn.

(Notary Seal)

Sandra C Woodbery
Signature of Notary Public

Sandra C. Woodbery
Printed Name of Notary Public

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO REBUILD NORTHWEST FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, Rebuild Northwest Florida, Inc. (Rebuild) is a non-profit corporation that provides assistance to individuals in strengthening residential homes to mitigate the potential impact of hurricanes; and

WHEREAS, Rebuild has requested that the County lease the Property to Rebuild for use as office space for its hurricane mitigation program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to Rebuild under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

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

Section 2. The Property shall be leased to Rebuild for the annual rent of $1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Rebuild Northwest Florida, Inc. attached to this resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Asst. County Atty.
Date: Jan 28, 2019

REBUNOR-01 CPINE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
19 West Garden Street
Suite 300
Pensacola, FL 32502

011676, A++, XV

CONTACT NAME: Candace Pine
PHONE (A/C, No, Ext): (850) 444-7609 FAX (A/C, No): (601) 208-8383
E-MAIL ADDRESS: CPine@fbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rebuild Northwest Florida Inc
150 W Maxwell St
Pensacola, FL 32501-1719

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			78564329	03/06/2018	03/06/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured - Manager or Lessor Premises (per attached form 55168 12/04) in regard to General Liability if required by written contract.

APPROVED
By Bob Dye at 3:41 pm, Feb 15, 2019

CERTIFICATE HOLDER

Escambia County Board of Commissioners
PO Box 1591
Pensacola, FL 32591

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patrick Smith

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COMMERCIAL GENERAL LIABILITY
55168 (12-04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
   150 W MAXWELL ST., PENSACOLA, FL 32501
2. Name of Person or Organization (Additional Insured):
   ESCAMBIA COUNTY BOARD OF COMMISSIONERS
3. Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II - WHO IS INSURED** is amended to include as an additional insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984, 2003.

REBUILD Northwest Florida

January 24, 2019

Ms. Amy Lovoy
Acting County Administrator.
221 Palafox Place, Suite 420
Pensacola, FL 32502

RE: Lease Agreement Extension – 150 West Maxwell Street

Dear Ms. Lovoy,

Please accept this letter as written request that REBUILD Northwest Florida would like to extend the lease agreement with Escambia County for the property located at 150 West Maxwell Street that expires on March 16th. REBUILD sincerely hopes that the County will continue to support its mission by allowing REBUILD to renew the lease agreement, under its current terms and conditions, for an additional two years.

Our partnership with the County is appreciated and valued as it enables REBUILD to maximize its resources in efforts to serve the maximum number of residents in our community. To date, in our community, over 14,000 homeowners have wind retrofitted their homes to help reduce the loss of life and property from future storm damage. With continued County support, continued grant funding, and homeowner participation our mission continues to help increase our community storm resilience.

If you have any questions, please do not hesitate to contact me at (850) 497-7024 extension 113 or e-mail me at swoodbery@rebuildnwf.org.

Respectfully,

Sandra C. Woodbery

Sandra C. Woodbery, COO

Cc: Ms. Karen Myers, Administrative Supervisor
Escambia County Facilities Management

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15664 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,410,333, and from Cost Center 360105, in the amount of $894,707, for a combined total of $2,305,040;

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,305,040, for a total allocation of $9,120,879, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A," as follows:

1. Direct programming: Expenses of ~~$5,121,293.00~~ $6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$457,786.00~~ $561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA);

3. Personnel: Expenses of ~~$1,236,760.00~~ $1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA); and

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

D. Authorize the execution of the necessary Change Order.

BACKGROUND:

On September 7, 2018, the Tourist Development Council voted to approve allocating the overage in the tourist development tax dollars from Fiscal Year 2017/18 to Visit Pensacola.

Visit Pensacola has requested a $300,000 advance from this additional allocation. Per their agreement, they operate on a reimbursement basis and the advance will provide cash flow until further expenses are reimbursed by the County. They also act as the fiscal agent for Pensacola Sports and Art, Culture, Entertainment (ACE) and it is critical for reimbursement in a timely manner.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment - Visit Pensacola

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AMENDMENT to the Miscellaneous Appropriations Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, effective October 1, 2018, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 the sum of $6,815,839.00 for the Recipient to conduct a program generally described as Tourism Promotion Activities (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to include additional funding in the total amount of $2,305,040.00 to increase funding for direct programming activities by $1,763,073.00, operations costs by $103,727.00 and personnel related expenses by $438,240.00; and

WHEREAS, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the Agreement as follows:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. The Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of $2,305,040.00 for a total sum of $9,120,879.00. The sum of $300,000 shall be paid to the Recipient following execution of this Amendment, and all remaining funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B.

3. Exhibit A to the Agreement is hereby amended as provided in the revised Exhibit, attached hereto and incorporated herein, to reflect the increased funding allocations for authorized program functions as set forth therein.

4. The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the last date executed by the parties hereto.

6. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/11/19

VISIT PENSACOLA, INC.

By: _____
Steve Hayes, President

Date: _____

Attest:

_____
Secretary

EXHIBIT "A"
2018/2019 MISCELLANEOUS APPROPRIATIONS
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the County Administrator or designee based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~$5,121,293.00~~ 6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~$457,786.00~~ 561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~$1,236,760.00~~ 1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15709 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Miscellaneous Appropriations Agreement with Five Flags Sertoma of Pensacola, Inc.
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2018/2019 between Escambia County and Five Flags Sertoma of Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc.:

A. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

B. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

BACKGROUND:

The County makes payments in support of activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney's Office has reviewed and approved the Agreement.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of this Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Sertoma Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND FIVE FLAGS SERTOMA OF PENSACOLA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Five Flags Sertoma of Pensacola, Inc., a Florida not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0195513, with a principal address of 210 East Gregory Street, Pensacola, FL 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $75,000.00 to conduct a program generally described as *Sertoma's Fourth of July Celebration*, as more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the

expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) To successfully perform the program more particularly described in Exhibit A.

Section 2. The term of this Agreement will commence upon the date last executed and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. For the County's current Fiscal Year (FY), the County agrees to allocate the total sum of $75,000.00 for the program of activity. One payment of $40,000.00 will be paid in advance to the Recipient. An amount not to exceed the remaining balance of the allocation ($35,000.00) will be paid on behalf of the Recipient directly to the subcontractor as provided in Section 4 below. All payments pursuant to this agreement shall be in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 4. The Recipient is authorized to enter into an agreement with a subcontractor to furnish one fireworks display on the evening of July 4, 2019, as part of the Recipient's program of activity. The Recipient may not enter into any other subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) calendar days of the close of FY 2018-2019 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit A and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or

unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 2-25-19

FIVE FLAGS SERTOMA OF PENSACOLA, INC.

By: _____

Title: _____

Attest:

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Five Flags Sertoma of Pensacola, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF FIVE FLAGS SERTOMA OF PENSACOLA, INC.....$75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:
Sertoma's Fourth of July Fireworks celebration event, including, but not limited to, Fireworks, Port-O-Lets, Trash Removal, Sound/stage/band, Children's area and Insurance.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will require the following items:

- A fully completed W-9 form (these will need to be updated every two years) from the Recipient and approved subcontractor.

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- One payment of 40,000.00 will be paid to the Recipient in advance. An amount not to exceed the remaining balance of the allocation ($35,000.00) will be paid on behalf of the Recipient directly to the approved subcontractor as specified in the Agreement upon receipt of appropriate supporting documentation in accordance with the approved budget as outlined in Exhibit A. Any other appropriation payments will be made to the Recipient on a reimbursable basis, not to exceed the total contract amount, after providing proof of payment for eligible costs in accordance with the budget outlined in Exhibit A. All expenditures must be substantiated with appropriate backup and proof of payment within 60 days following the Program event.

- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15665 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: SBA # 086 - Sheriff's Off-Duty Officer Reimbursement, Auto Repair & Investigative Costs
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #086 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, General Fund (001), in the amount of $27,292, to recognize the Sheriff's off-duty officer expenses, auto repairs, and investigative costs; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer expenses, auto repairs, and investigative costs reimbursements associated with providing law enforcement and related services in Escambia County. An appropriation of $27,292 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by $27,292.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA086

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, auto repair, and investigation costs. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$24,658
Investigative Costs	001	341525	2,634
Total			**$27,292**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$27,292
Total			**$27,292**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.02.13 08:15:57 -06'00'

OMB Approved

Supplemental Budget Amendment
#086

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15679 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Supplemental Budget Amendment #088 - Defense Infrastructure Grant #S0114
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #088 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #088, Other Grants and Projects Fund (110), in the amount of $375,533, to recognize proceeds from the State of Florida, Department of Economic Opportunity, and to appropriate these funds to augment existing planning, engineering, and regulatory permitting funds for the Pensacola Bay Living Shoreline Project at Naval Air Station (NAS) Pensacola that has matching funding from the Gulf Coast Ecosystem Council. Funds are to be used for projects that benefit both the local community and the military installation. A minimum match of 30% ($112,660) is required. Matching funds will be provided through the Florida Department of Environmental Protection (FDEP) Grant G0448 from the Gulf Coast Ecosystem Restoration Council that was approved by the Board on April 20, 2017 (Fund 118, CC:222041).

BACKGROUND:

The NAS Pensacola Bay Living Shoreline Project will protect the Command Mission of NAS Pensacola. The Command Mission of NAS Pensacola is to efficiently deliver the very best Readiness From The Shore by fully supporting the operational and training missions of assigned tenants, enhancing the readiness of the U.S. Navy, its sister armed services and other customers. The NAS Pensacola Bay Living Shoreline Project will enhance homeland security and resiliency at NAS Pensacola throught the creation of emergent and/or submerged breakwaters demarking the Military Exclusion Zone in Pensacola Bay. When constructed, the breakwaters will create a physical barrier between the Exclusion

Zone and the shore of NAS Pensacola. The project's dual goals of protecting the Command Mission of NAS Pensacola and improving aquatic habitat and water quality are mutually beneficial for NAS Pensacola and Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $375,533. A minimum match of 30% ($112,660) is required. Matching funds will be provided through FDEP Grant G0448 from the Gulf Coast Ecosystem Restoration Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 088

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant from the State of Florida, Department of Economic Opportunity for the Defense Infrastructure Grant #S0114, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Defense Infrastructure NAS-MEZ	110	334282 (new)	375,533
Total			$375,533

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Professional Services	110/221029 (new)	53101	375,533
Total			$375,533

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.02.19 16:51:09 -06'00'

OMB Approved

Supplemental Budget Amendment
#088

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15753 **County Administrator's Report 14. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Authorization for Tax Deed Bidding for 3822 Frontera Circle
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Tax Deed Bidding for 3822 Frontera Circle - Tonya Green, Neighborhood & Human Services Department Director

That the Board ratify the following March 7, 2019, action of the Board of Escambia County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the authorization for Tax Deed bidding for 3822 Frontera Circle:

A. Authorizing the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring 3822 Frontera Circle, with an open bid amount of $2,313.73; and

B. Approving a maximum bid, in the amount of $10,000.

[Funding Source: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 56101]

BACKGROUND:

On August 18, 2011, the Board of County Commissioners approved and authorized to expend funds on acquisition of thirteen properties located in the Frontera Circle within the Brownsville Redevelopment Area in efforts to reduce blight and revitalize the community.

On September 6, 2018, the Board of County Commissioners approved to file an Application for Tax Deed on the property located at 3822 Frontera Circle which the County currently holds a tax certificate. Tax certificates are sold annually, through

an online Tax Certificate sale, for delinquent real estates taxes. The property located at 3822 Frontera Circle does have code enforcement liens, as well as delinquent taxes going back to 2011.

If the County becomes a successful bidder, this property could provide a site for a neighborhood pocket park to include a basketball court, park benches, and playground equipment. As a future capital improvement project stated in the Brownsville Redevelopment Area Plan, the community residents expressed the need for a neighborhood park for the area.

BUDGETARY IMPACT:

Funding for this project is available in Fund 151 CRA Brownsville, Cost Center 370113, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Staff will coordinate with the County Attorney's office throughout this acquisition process.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to any outside entities or agencies.

IMPLEMENTATION/COORDINATION:

If Board approval to proceed, staff will follow County guidelines for the Tax Deed Sale process.

Attachments

Resume and supporting Docs_March2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve the filing of an Application for Tax Deed on a parcel of land, with a value of less than $5,000, on which the County currently holds a tax certificate. The Tax Deed Application fee is $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcel that is the subject of this recommendation is listed below:

Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
07-0544-405	34-2S-30-0295-028-003	Roeun Chin & Moeun Chin & Kim Chin	3822 Frontera Circle	$3,000	2

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. The subject property is valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 151, CRA Brownsville, Cost Center 370113]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio: ▶	

Back

Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance Address
	19-241	120544282	07383	302N313000007006	Apr 1 2019		**$1,774.06	BEG AT NW COR OF SW 1/4 S ALG W LI 1742 FT N 89 DEG 43 MIN 37 SEC E 300 FT FOR POB CONT 304 95/100 FT S 49 DEG 17 MIN 37 SEC W 155 94/100 FT S 74 DEG 12 MIN 22 SEC W 194 06/100 FT N 0 DEG E 153 06/100 FT TO POB OR 4188 P 1719	2847 LAWSON LN 32533
	19-242	122009000	07679	375N311000001065	Apr 1 2019		**$2,101.60	BEG ON N LI OF BLK 65 AT INTER OF PALAFOX HWY & JOHNSON ST S PARALLEL WITH HWY 107 YDS W PARALLEL WITH JOHNSON ST 325 YDS N 107 YDS E PARALLEL WITH JOHNSON ST 286 1/2 YDS TO POB PART OF BLK 65 BLUFF SPRINGS DB 135 P 185 LESS OR 1750 P 30 U S HWY 95 R/W	4900 BLK N CENTURY BLVD 32535
	19-243	130395000	08618	000S009001002209	Apr 1 2019		**$1,501.11	E 12 FT OF W 13 35/100 FT OF N 52 FT OF LT 210 BLK 23 OLD CITY TRACT OR 1292/1499 P 145/42 CA 74	331 E ROMANA ST 32502
	19-244	070544405	03829	342S300295028003	Apr 1 2019		**$2,313.73	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159	3822 FRONTERA CIR 32505
	19-245	052200148	02480	092S300550000024	Apr 1 2019		**$4,009.98	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	120 DIEGO CIR 32505
	19-246	052200186	02493	092S300550000043	Apr 1 2019		**$2,047.00	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101	139 DIEGO CIR 32505
	19-247	052200208	02499	092S300550000054	Apr 1 2019		**$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**$3,781.70	UNIT 30 BEG AT NE COR OF LT 11	4203

https://escambia.taxsys.net/tcb/app/re/accounts



Account History 07-0544-405

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	$105.53	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$123.53	View
2015	Acct: Unpaid Cert: Surrendered Deed: Certified	$130.74	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$401.52	View
2013	Acct: Unpaid Cert: Surrendered Deed: Certified	$141.44	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$315.60	View
2011	Acct: Unpaid Cert: Issued Deed: Certified	$360.35	View
2010	Acct: Paid-in-full		View
2009	Acct: Paid-in-full Cert: Redeemed		View
2008	Acct: Paid-in-full Cert: Redeemed		View
	Deed Redemption Total: (2011-2017)	$1,578.71	
	Total Due:	$1,578.71	

View a different due date

Tax Deed Application

Application #:	1800688
Bidder #:	99
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/13/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$1,578.71 as of 09/18/2018 $1,578.71 through 09/28/2018 $1,601.73 through 10/31/2018 $1,624.76 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2012 | All Other Years

No notes recorded

Expand Notes

Account Summary

Roll/Tax:	2012 / 2012
Account:	07-0544-405
Alt. Key:	132430
Certified Roll Owner(s):	CHIN ROEUN & CHIN MOEUN & PO BOX 1774 DREXEL, NC 28619-1774
Situs:	3822 FRONTERA CIR
Flags:	Tax Deed Application
Custom Flags:	Returned Mail

Search Deed Search

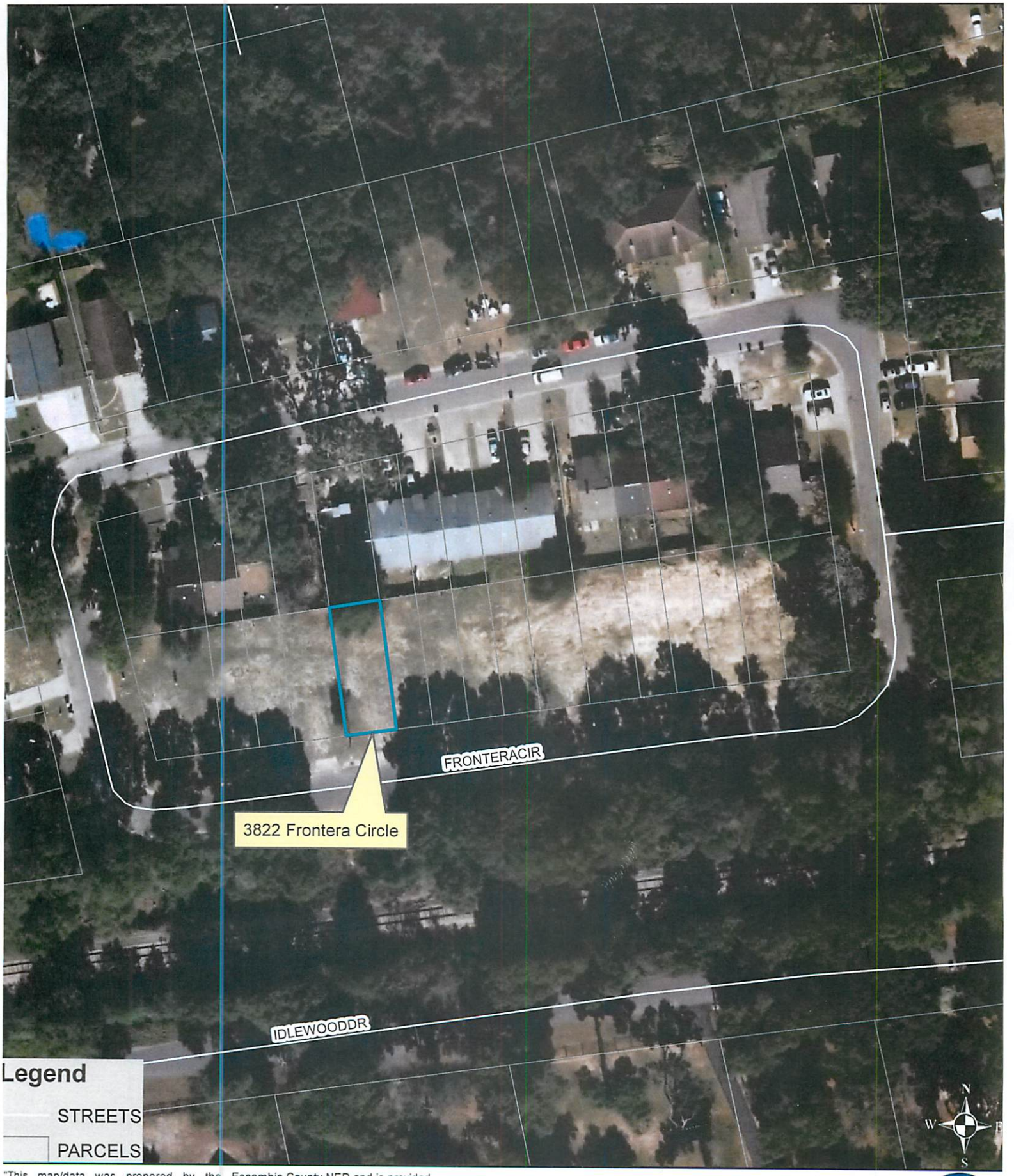
2017 – Any –

Tax Yr	Account Number -	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address

Specify search criteria above and then click search

Powered by Grant Street Group Software That Works
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Current Version: September 2018
Escambia County Website

3822 Frontera Circle



Legend

STREETS

PARCELS

"This map/data was prepared by the Escambia County NED 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.

2/5/2019

80 40 0 80 Feet

ESCAMBIA COUNTY FLORIDA

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800688

3822 Frontera

Date of Tax Deed Application
Sep 13, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 3829**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit: **07-0544-405**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
CHIN ROEUN &
CHIN MOEUN &
PO BOX 1774
DREXEL, NC 28619-1774
LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/3829	07-0544-405	06/01/2015	75.17	45.10	120.27
2018/3502	07-0544-405	06/01/2018	93.66	5.62	99.28
2016/3496	07-0544-405	06/01/2016	87.67	36.82	124.49
2014/3607	07-0544-405	06/01/2014	75.95	59.24	135.19

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/3427	07-0544-405	06/01/2017	95.09	0	22.19	117.28
2013/3926	07-0544-405	06/01/2013	157.83	0	151.52	309.35
2012/4304	07-0544-405	06/01/2012	170.24	0	183.86	354.10

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,259.96
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	1,534.96

Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75
19. Total Amount to Redeem	

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1800888

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
07-0544-405	2015/3829	06-01-2015	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-13-2018
Application Date

Applicant's signature

Date of Sale: April 1, 2019

By Jenny Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

07-0544-405 2015

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	342S300295028003
Account:	070544405
Owners:	CHIN ROEUN & CHIN MOEUN & CHIN KIM
Mail:	PO BOX 1774 DREXEL, NC 28619-1774
Situs:	3822 FRONTERA CIR 32505
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
2018	$3,000	$0	$3,000	$3,000
2017	$3,000	$0	$3,000	$3,000
2016	$3,040	$0	$3,040	$3,040

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2005	5718	1643	$24,900	WD	View Instr
03/2002	5079	185	$100	QC	View Instr
09/1981	1578	615	$100	WD	View Instr
06/1979	1342	249	$26,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

Extra Features

None

Parcel Information

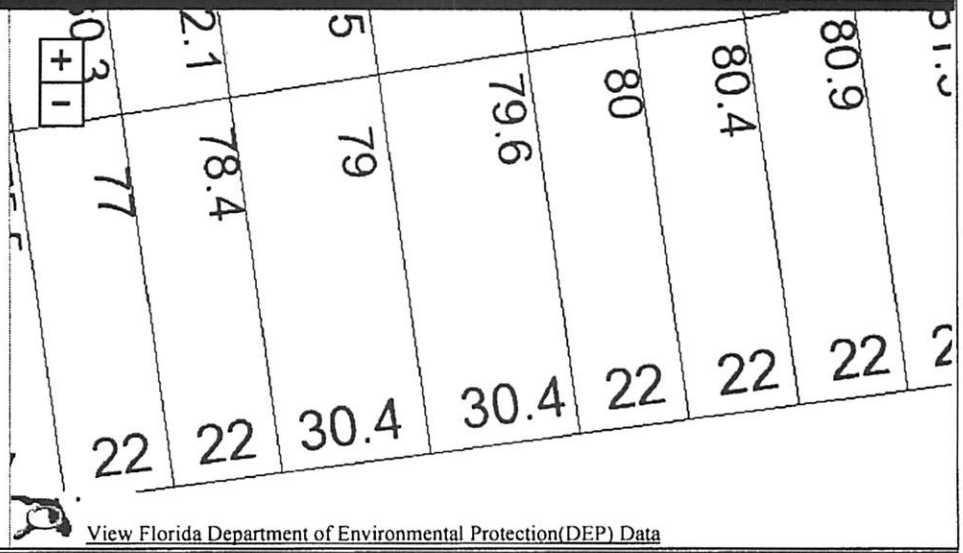
Launch Interactive Map

Section Map Id: CA159

Approx. Acreage: 0.0542

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

19-244

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14952

January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-04-1999, through 01-04-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Roeun Chin, Moeun Chin and Kim Chin

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____

January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14952 January 4, 2019

Lot 28, Block C, Whispering Oaks Subdivision, as per plat thereof, recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14952 January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Nuisance Abatement Lien filed by Escambia County in O.R. Book 6553, page 1862.

2. Code Enforcement Lien filed by Escambia County in O.R., Book 6701, page 969, amended in O.R.Book 6796, page 409; O.R. Book 6208, page 754; O.R. Book 6470, page 76, amended in O.R. Book 6580, page 1423; O.R. Book 6686, page 1942, amended in O.R. Book 6833, page 741; O.R. Book 6686, page 1947, amended in O.R. Book 6833, page 738.

3. Taxes for the year 2011-2017 delinquent. The assessed value is $3,000.00. Tax ID 07-0544-405.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 07-0544-405

CERTIFICATE NO.: 2015-3829

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
X	___	Notify Escambia County, 221 Palafox Place, 4th Floor/ 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

Roeun Chin
Moeun Chin
Kim Chin
P.O. Box 1774
Drezel, NC 28619

Kim Chin
4587 Peck Rd.
El Monte, CA 91732

Property address:
3822 Frontera Circle
Pensacola, FL 32505

Escambia County
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Tax Certificate Holders:

Robert S. Bollenback
RBC 4936, LLC
104 Pinehaven Way
Simpsonville, SC 29680

Parekh Geetanjali
754 Boulder Creek Dr.
Pensacola, FL 32514

Locker Ventures LLC
696 Beaver Dam Rd.
Hollidaysburg, PA 16648

Certified and delivered to Escambia County Tax Collector, this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or

Recorded in Public Records 08/31/2005 at 04:25 PM OR Book 5718 Page 1643, Instrument #2005414757, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $174.30

This instrument prepared by:
And after recording return to:
Prestige Title, Inc.,
Stephen R. Colson
Attorney at Law
4300 Bayou Blvd., Suite 26
Pensacola, FL 32503

PARCEL ID # 34-2S30-0295-028-003
Grantee(s) S.S #'s:

FILE # 07-05-158P

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS, that **Jadwiga B. Smith, an unmarried woman individually and as Sole Trustee of the Smith Family Trust Dated 5/24/95,** whose address is: 3228 Emerson Street, San Diego, CA 92106for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed, and granted unto **Roeun Chin, Moeun Chin and Kim Chin as Joint Tenants with right of Survivorship and not as Tenants in Common** whose address is 1229 E. 2nd St. Apt. 13, Long Beach, CA 90802, his heirs and assigns, forever, the real property located in Escambia **County, Florida** described as follows:

Lot 28, Block C, WHISPERING OAKS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

TOGETHER with all and singular the tenements, hereditaments and appurtances belonging to or in anywise appertaining. To have and to hold the same unto the Grantee named, his heirs and assigns forever.

The Grantor herein covenants and warrants that it has full authority to execute this conveyance, that it will warrant and defend the Grantee, his heirs and assigns, in the quiet and peaceable possession and enjoyment of said property, against all persons or parties lawfully claiming any right, title or interest therein, or lien thereon, or any part thereof, by, through, or under the said Grantor, excepting, however any restrictions and easements of record in said county and the lien of ad valorem real property taxes for 2004 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this 8th day of **August, 2005**

Signed, sealed and delivered in the presence of:

Witness Carl J. Scheunemann
Printed Name Carrie Scheunemann

Witness
Printed Name Stephanie Palomino

Jadwiga B. Smith, Individually and as Sole Trustee of the Smith Family Trust dated 5/24/95.

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this August 9, 2005 by Jadwiga B. Smith as Trustee of the Smith Family Trust dated 5/24/95, who is personally known to me or who produced DRIVER'S LICENSE as identification and who did not take an oath.

Notary Public
My Commission Expires: 5-8-2007

[seal]

BARBARA ROWE
Commission # 1416381
Notary Public - California
San Diego County
My Comm. Expires May 8, 2007

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia county Code of Ordinances Chapter 1-29.2, Article V, sellers of residential are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additional provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Frontera Cr.
Legal Address of Property: 3822 Frontera Cr.

The County (xx) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Prestige Title, Inc.
4300 Bayou Blvd.
Pensacola, FL 32503

AS TO SELLER(S):

witness:

witness:

Jadwiga B Smith Trustee
seller: Jadwiga B. Smith, as Trustee

seller

AS TO BUYER(S)

witness: TERESA WOOD

witness Rachael S. Downs

buyer: Roeun Chin

buyer:

This form approved
By Escambia County Board of
County Commissioners
Effective: 4/15/95

Recorded in Public Records 01/26/2010 at 12:27 PM OR Book 6553 Page 1862, Instrument #2010005328, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-07-04263

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Roeun Chin, Moeun Chin & Kim Chin located at 3822 Frontera Cir. and more particularly described as:

PR# 342S300295028003

LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

A field investigation by the Office of Environmental Enforcement was conducted on August 28, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) & (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$540.00
Administrative costs	$ 18.50
Total	$558.50

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 11th day of January 2010 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Tom Lew
Print Name Tonya Green

Witness Susan Hendrix
Print Name Susan Hendrix

ESCAMBIA COUNTY, FLORIDA

By: Robert R. McLaughlin,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of January, 2010, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or ( ) has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

Recorded in Public Records 03/21/2011 at 04:40 PM OR Book 6701 Page 969, Instrument #2011018329, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 03/21/2011 at 03:47 PM OR Book 6701 Page 756, Instrument #2011018289, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

Certified to be a true copy
Of the original on file in
Witness my hand and
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY
DATE 3/21/11

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-03-01625
LOCATION: 3822 Frontera Circle
PR# 342S30-0295-028-003

Kim & Moeum & Roeun Chin
P.O. Box 1774
Drexel, North Carolina 28619-1774

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, N/A but no one was present as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____.

_____

- ☑ 42-196 (d) Overgrowth

Recorded in Public Records 12/12/2011 at 02:21 PM OR Book 6796 Page 409, Instrument #2011088026, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-03-01625
Location: 3822 Frontera Circle
PR# 342S30-0295-028-003

Kim, Moeum & Roeun Chin
P O Box 1774
Drexel, NC 38619-1774

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of March 15, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 main structure and (dd) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated March 15, 2011.

Itemized	Cost
a. Fines (one time fee)	$ 5,000.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 6,200.00
Total:	$ 12,300.00

DONE AND ORDERED at Escambia County, Florida on this 22nd day of November 2011.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 08/29/2007 at 09:24 AM OR Book 6208 Page 754, Instrument #2007083021, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 08/29/2007 at 08:51 AM OR Book 6208 Page 440, Instrument #2007082987, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-04-0022
Location: 3824 Frontera Circle
PR# 342S30-0295-029-003

Kim Chin
4500 North Esto Avenue
El Monte, California 91731

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, _____ as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances, 42-191(a), (b), (c) and (d)

has occurred and continues.

BK: 6208 PG: 441

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: _____ shall have until _____, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: The violations have been abated

If you fail to fully correct the violation within the time required, you will be assessed a fine of $_____ per day, commencing _____, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Kim Chin.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Office at 6708 Plantation Rd, Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on this the 23rd day of August 2007.

G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: 8-29-07

Recorded in Public Records 06/10/2009 at 10:27 AM OR Book 6470 Page 76, Instrument #2009038432, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 06/10/2009 at 10:01 AM OR Book 6469 Page 1818, Instrument #2009038393, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#08-11-00610
LOCATION: 3824 Frontera Circle
PR# 342S30-0295-029-003

Kim Chin
4500 North Esto Avenue
El Monte, CA 91731

Bank of America, N.A.
P.O. Box 26865
Richmond, VA 23261

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, _____, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

  _____
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: June 10, 2009

Recorded in Public Records 04/15/2010 at 10:51 AM OR Book 6580 Page 1423, Instrument #2010023573, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 08-11-00610
Location: 3824 Frontera Cir.
PR#342S300295029003

Kim Chin
4500 N Esto Ave.
El Monte, CA 91731

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of June 2, 2009; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) and (b) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary

THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 2, 2009.

Itemized	Cost
a. Fines (6/21/09-11/18/09 @ $50.00 per day)	$7,500.00
b. Court Costs	$1,100.00
c. County Abatement Fees	$ 700.00
Total:	$9,300.00

DONE AND ORDERED at Escambia County, Florida on this 7th day of April, 2010

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 02/07/2011 at 03:27 PM OR Book 6686 Page 1942, Instrument #2011008022, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 02/07/2011 at 03:12 PM OR Book 6686 Page 1914, Instrument #2011008015, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-10-00282
LOCATION: 3814 Frontera Circle
PR# 342S30-0295-024-003

Kim Chin
4500 North Esto Avenue
El Monte, CA 91731

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, had not present but proper notice was given as required by the ordinance and state statute, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☐ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date 2-7-11

Recorded in Public Records 03/19/2012 at 04:14 PM OR Book 6833 Page 741, Instrument #2012021175, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-10-00282
Location: 3814 Frontera Circle
PR# 342S30-0295-024-003

Kim Chin
4587 Peck Rd
El Monte, CA 91732-1950

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), and 30-203 (u), (z) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 01, 2011.

Itemized	Cost
a. Fines (one time fee)	$ 5,000.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 7,000.00
Total:	$ 13,100.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of March, 2012

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 02/07/2011 at 03:27 PM OR Book 6686 Page 1947, Instrument #2011008023, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 02/07/2011 at 03:12 PM OR Book 6686 Page 1919, Instrument #2011008016, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-08-00205
LOCATION: 3820 Frontera Circle
PR# 342S30-0295-027-003

Kim Chin
4500 North Esto Avenue
El Monte, CA 91731

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, was not present but proper notice was given as required by the ordinance and state statutes, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☑ 42-196 (d) Overgrowth

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date 2-7-11

Recorded in Public Records 03/19/2012 at 04:14 PM OR Book 6833 Page 738, Instrument #2012021172, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-00205
Location: 3820 Frontera Circle
PR# 342S30-0295-027-003

Kim Chin
4587 Peck Rd
El Monte, CA 91732-1950

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (o), (t), (z), and (dd) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 01, 2011.

Itemized	Cost
a. Fines (one time fee)	$ 5,000.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 4,500.00
Total:	$ 10,600.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of March, 2012

Special Magistrate
Office of Environmental Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W *[right-of-way]* varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):

   A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and

   B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6701 Page: 969 View Image

Start Date 04/15/2011 Court Cost 1,100.00

Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00

Amended Order ☑ Copies 7.00 Certified Abatement Costs 6,200.00

Fine Per Day $5,000.00 Date Of Payoff 04/16/2011

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
5,000.00	1	$5,000.00	$1,100.00	$105.00	$10.00	$7.00	$7.00	$6,200.00	$12,429.00

Amt pd from overbid 3820 <697.81>
Amt pd from overbid 3814 <367.45>
Total still due: $11,363.74

2011CL018329

CE10-03-01625

3822 Frontera

Lien against:

3814 & 3820

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15693 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Purchase of Two Used 6105E John Deere Cab Tractors
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Used 6150E John Deere Cab Tractors from Smith Tractor Company, Inc. - Wes Moreno, Public Works Department Director

That the Board approve the purchase of two used 6105E John Deere cab tractors, in the amount of $46,000 each, for a total of $92,000, from Smith Tractor Company, Inc. These tractors will be used for continuing maintenance of the newly-acquired OLF-8 property.

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

BACKGROUND:

Escambia County has recently acquired the OLF-8 property which will require continual maintenance. The purchase of these two John Deere 6105E Cab Tractors will be utilized in the mowing/maintenance of this property.

BUDGETARY IMPACT:

Fund 175, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Quote

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18973647

Prepared For:

Escambia County Purchasing



Prepared By: **Richard Walther**

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 14 February 2019

Offer Expires: 28 February 2019

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18973647

14 February 2019

Escambia County Purchasing
213 Palafox Pl Ste 140
Pensacola, FL 32502

Dear Valued Customer,

Smith Tractor Company considers it a privilege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 65 year old family owned business built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Summary

Prepared For:

Escambia County Purchasing
213 Palafox Pl Ste 140
Pensacola, FL 32502
Business: 850-595-4960
escambia.invoices@escambiaclerk.com

Prepared By:

Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote Id:	18973647
Created On:	14 February 2019
Last Modified On:	14 February 2019
Expiration Date:	28 February 2019

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2016 JOHN DEERE 6105E Cab Tractor (87 PTO hp) - 1P06105EHG0001268	$ 50,865.00	$ 46,000.00	X	1	=	$ 46,000.00
2016 JOHN DEERE 6105E Cab Tractor (87 PTO hp) - 1P06105EHG0001271	$ 53,665.00	$ 46,000.00	X	1	=	$ 46,000.00
Equipment Total						**$ 92,000.00**

Quote Summary	
Equipment Total	$ 92,000.00
SubTotal	$ 92,000.00
Est. Service Agreement Tax	$ 0.00
Total	$ 92,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 92,000.00**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18973647 **Customer:** ESCAMBIA COUNTY PURCHASING

2016 JOHN DEERE 6105E Cab Tractor (87 PTO hp) - 1P06105EHG0001268

Hours: 1540
Stock Number: 49787

Suggested List
$ 50,865.00
Selling Price
$ 46,000.00

Code	Description	Qty	Unit	Extended
332SP	6105E CAB TRACTOR	1	$ 53,665.00	$ 53,665.00
	Value Added Services Total			**$ 0.00**
	Other Charges			
	RENT	1	$ -2,800.00	$ -2,800.00
	Other Charges Total			**$ -2,800.00**
	Suggested Price			**$ 50,865.00**
	Customer Discounts			
	Customer Discounts Total		**$ -4,865.00**	**$ -4,865.00**
Total Selling Price				**$ 46,000.00**

Original Factory Build Codes

Code	Description
0202	USA MARKET
0409	ENGLISH OPERATOR'S MANUAL
0500	NO PACKAGE
1383	TSS MFWD PR 12X12 30K
2050	STANDARD CAB
2130	AIR SUSPENSION SEAT
3340	TRIPLE SCV DELUXE
4015	STANDARD DUTY HITCH
4120	TELESCOPIC DRAFT LINKS
4320	HEAVY DUTY DRAWBAR
4421	HITCH PLATE WITH STABILIZER
5234	460/85R38 IN. 8PR R1W RADIA
6220	380/85R24 IN. 8PR R1W RADIA
8726	BEACON LIGHT

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M/2000H	24-Mar-2018	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	24-Mar-2021	769

2016 JOHN DEERE 6105E Cab Tractor (87 PTO hp) - 1P06105EHG0001271

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18973647 **Customer:** ESCAMBIA COUNTY PURCHASING

Hours:	1428			**Suggested List**
Stock Number:	49790			$ 53,665.00
				Selling Price
				$ 46,000.00
Code	**Description**	**Qty**	**Unit**	**Extended**
332SP	6105E CAB TRACTOR	1	$ 53,665.00	$ 53,665.00
	Value Added Services Total			**$ 0.00**
	Suggested Price			**$ 53,665.00**
	Customer Discounts			
	Customer Discounts Total		**$ -7,665.00**	**$ -7,665.00**
Total Selling Price				**$ 46,000.00**

Original Factory Build Codes

Code	Description
0202	USA MARKET
0409	ENGLISH OPERATOR'S MANUAL
0500	NO PACKAGE
1383	TSS MFWD PR 12X12 30K
2050	STANDARD CAB
2130	AIR SUSPENSION SEAT
3340	TRIPLE SCV DELUXE
4015	STANDARD DUTY HITCH
4120	TELESCOPIC DRAFT LINKS
4320	HEAVY DUTY DRAWBAR
4421	HITCH PLATE WITH STABILIZER
5234	460/85R38 IN. 8PR R1W RADIA
6220	380/85R24 IN. 8PR R1W RADIA
8726	BEACON LIGHT

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M/2000H	24-Mar-2018	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	24-Mar-2021	769

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15694 **County Administrator's Report 14. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Purchase of Two R20 John Deere Flex Wing Rotary Cutters
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two R20 John Deere Flex Wing Rotary Cutters - Wes Moreno, Public Works Department Director

That the Board approve the purchase of two R20 John Deere Flex Wing Rotary Cutters, in the amount of $29,338.28 each, for a total of $58,676.56, from Smith Tractor Company, Inc., utilizing Sourcewell Contract Number 021815-DAC (PG1PCG70). These Flex Wing Rotary Cutters will be used for continuing maintenance of the newly-acquired OLF-8 property.

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

BACKGROUND:

Escambia County has recently acquired the OLF-8 property, which requires the continual maintenance. The purchase of two R20 John Deere Flex Wing Rotary Cutters will be utilized in the mowing/mainteance of this property.

BUDGETARY IMPACT:

Fund 175, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Quote

Quote Id: 18884586

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

Prepared For:

Escambia County Purchasing

Proposal For:

Delivering Dealer:
Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565

jaysales@smithtractorco.com

Quote Prepared By:
RICHARD WALTHER
rwalther@smithtractorco.com

Date: 29 January 2019

Offer Expires: 28 February 2019

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18884586

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

29 January 2019

213 Palafox Pl Ste 140
Pensacola, FL 32502

Dear Valued Customer,

Smith Tractor Company considers it a privilege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 65 year old family owned business built on customer service and "treating customers the way we like to be treated". Thanks again for allowing us to earn your

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

Quote Summary

Prepared For:
Escambia County Purchasing
213 Palafox Pl Ste 140
Pensacola, FL 32502
Business: 850-595-4960
escambia.invoices@escambiaclerk.com

Delivering Dealer:
Smith Tractor Company, Inc.
Richard Walther
3834 Highway 4
Jay, FL 32565
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote ID: 18884586
Created On: 29 January 2019
Last Modified On: 14 February 2019
Expiration Date: 28 February 2019

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE R20 Flex Wing Rotary cutter	$ 38,603.00	$ 29,338.28	X	1	=	$ 29,338.28
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)						
Price Effective Date: February 5, 2019						
JOHN DEERE R20 Flex Wing Rotary cutter	$ 38,603.00	$ 29,338.28	X	1	=	$ 29,338.28
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)						
Price Effective Date: February 5, 2019						
Equipment Total						**$ 58,676.56**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 58,676.56
Trade In	
SubTotal	**$ 58,676.56**
Est. Service Agreement Tax	$ 0.00
Total	$ 58,676.56
Down Payment	*(0.00)*
Rental Applied	(0.00)
Balance Due	**$ 58,676.56**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

SMITH TRACTOR COMPANY SINCE 1953

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18884586 **Customer Name:** ESCAMBIA COUNTY PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

JOHN DEERE R20 Flex Wing Rotary cutter

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

Price Effective Date: February 5, 2019

Suggested List *
$ 38,603.00
Selling Price *
$ 29,338.28

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2350P	R20 Flex Wing Rotary cutter	1	$ 36,983.00	24.00	$ 8,875.92	$ 28,107.08	$ 28,107.08
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3325	8 Pneumatic Tires - (Double tires on center and wings) - Severe duty ag tires	1	$ 948.00	24.00	$ 227.52	$ 720.48	$ 720.48
3511	540 RPM Driveline - Cat 6	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5120	Ball Type Hitch	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5290	Suspended Tongue	1	$ 672.00	24.00	$ 161.28	$ 510.72	$ 510.72
	Standard Options Total		**$ 1,620.00**		**$ 388.80**	**$ 1,231.20**	**$ 1,231.20**
	Suggested Price						**$ 29,338.28**
Total Selling Price			$ 38,603.00		$ 9,264.72	$ 29,338.28	$ 29,338.28

JOHN DEERE R20 Flex Wing Rotary cutter

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

Price Effective Date: February 5, 2019

Suggested List *
$ 38,603.00
Selling Price *
$ 29,338.28

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2350P	R20 Flex Wing Rotary cutter	1	$ 36,983.00	24.00	$ 8,875.92	$ 28,107.08	$ 28,107.08
	Standard Options - Per Unit						

JOHN DEERE

Selling Equipment

SMITH TRACTOR COMPANY SINCE 1953

Quote Id: 18884586 **Customer Name:** ESCAMBIA COUNTY PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
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Jay, FL 32565
850-675-4505
jaysales@smithtractorco.com

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3325	8 Pneumatic Tires - (Double tires on center and wings) - Severe duty ag tires	1	$ 948.00	24.00	$ 227.52	$ 720.48	$ 720.48
3511	540 RPM Driveline - Cat 6	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5120	Ball Type Hitch	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5290	Suspended Tongue	1	$ 672.00	24.00	$ 161.28	$ 510.72	$ 510.72
	Standard Options Total		**$ 1,620.00**		**$ 388.80**	**$ 1,231.20**	**$ 1,231.20**
	Suggested Price						**$ 29,338.28**
Total Selling Price			**$ 38,603.00**		**$ 9,264.72**	**$ 29,338.28**	**$ 29,338.28**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15599 **County Administrator's Report 14. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Design Services for the Perdido Key Fire Station Concrete Drive Repair
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 18-19.008, Design Services for the Perdido Key Fire Station Concrete Drive Repairs - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 18-19.008, Design Services for the Perdido Key Fire Station Concrete Drive Repairs, for a lump sum amount of $55,876.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 54601, Repairs and Maintenance, Project Number 19PF0419]

BACKGROUND:

The concrete pavement at the Perdido Key Fire station has experienced distress and portions of the pavement are in poor condition. The County has solicited the professional services of local engineering firms to analyze the cause of the distress and to develop construction documents for the repairs.

A Request for Letters of Interest, PD 18-19.008, Design Services for the Perdido Key Fire Station Concrete Drive Repair, was publicly noticed in the Pensacola News Journal on November 26, 2018, as well as emailed to 305 known firms. Responses were received from four firms on December 11, 2018. The Selection/Negotiation Committee ranked the responding firms in the following order:

1. Fabre Engineering, Inc. d/b/a Fabre Engineering and Surveying

2. Kenneth Horne & Associates, Inc.
3. Municipal Engineering Services, Inc.
4. Larry M. Jacobs & Associates, Inc.

Fabre Engineering, Inc. d/b/a Fabre Engineering and Surveying provided their initial fee proposal on January 23, 2019. One negotiation meeting was held and the Final and Best Offer was established with a lump sum fee of $55,876.00.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 54601, Repairs and Maintenance, Project Number 19PF0419

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's Standard Form of Contract, Form G: Consulting Services for Stand-Alone Projects and the Purchase Order.

Attachments

Solicitation
Addendum 1
Committee Final Ranking
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

PERDIDO KEY FIRE STATION CONCRETE DRIVE REPAIRS

Solicitation Identification Number PD 18-19.008

Letters of Interest Will Be Received Until:
11:59 p.m. CST, December 03, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
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:
Jeffrey Lovingood
Purchasing Specialist
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

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
Perdido Key Fire Station Concrete Drive Repairs
Solicitation Identification Number PD 18-19.008

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://submittals.myescambia.com/**

- 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
- 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

Perdido Key Fire Station Concrete Drive Repairs
Solicitation Identification Number PD 18-19.008

Scope of Services

Purpose

Escambia County, Florida, is seeking Civil Engineering services for the repairs to the deteriorated concrete drive for the Fire Department facility located at 15510 Perdido Key Drive, Pensacola, FL 32507. The work will include the review of existing conditions and preparing repair recommendation along with construction documents, bidding assistance, and construction administration. The Scope will include evaluating the existing concrete driveway and recommending repairs. The engineer will pprepare estimates and give the County an opinion of cost.

The facility has approximately 25,000 square feet of concrete drive affected by cracking. It is the primary goal of the County to repair existing cracks and minimize any future cracking of the drive.

Initial Conceptual Design Estimate = $40,000.00
Initial Conceptual Construction Estimate = $400,000.00

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	18	Cost Engineer/Estimator
	56	Specifications Writer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	H07	Highways; Streets; Airfield Paving; Parking Lots
	S05	Soils and Geologic Studies; Foundations
Secondary	C08	Codes; Standars; Ordinances
	C10	Commercial Building (Low Rise); Shopping Centers
	C15	Construction Management
	O01	Office Buildings; Industrial Parks

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 sub-consultants 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 sub-consultants 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

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:

	Points Available
Relevant experience of the Project Engineer for the last five years on the design of concrete drives and parking spaces for Fire Stations or similar projects.	50
Relevant experience of the architect's Project Manager for the last five years.	25
Current work load of the design engineering firm.	20
Local presence of the architect's and its consultant's offices where the work is to be performed.	5

TOTAL: 100 points

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	**November 13, 2018**
Letters of Interest Due Date	**11:59 PM, CST, December 03, 2018**
Short-Listing Meeting	**10:00 AM, CST, December 11, 2018**
Discussions, Ranking Meeting	**1:00 PM, CST, December 18, 2018**
Written Scope Due to Committee for Review	**January 03, 2019**
Fee Proposal Due to Committee for Review	**January 09, 2019**
1st Negotiations with First Ranked Firm	**1:00 PM, CST January 15, 2019**
2nd Negotiations with First Ranked Firm	**If Required, 10:30 AM, CST, January 17, 2019**
Board of County Commissioners Approval	**February 07, 2019**

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 **January 03, 2019.**

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®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - 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
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:

- Escambia County, Florida,
- Other Government Entities,
- Private, and provide 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

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 20 pages).

   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
   - 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

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: _____

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 THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida 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
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 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 Joe Pillitary, 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 _____, 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:_____
Secretary

By:_____
(Name), (Title)

Date:_____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 19, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.008 Perdido Key Fire Station Concrete Drive Repairs

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides for a complete revision to the solicitation schedule which follows on the next page. Additionally, the Selection Criteria on Page 4 mistakenly mentions an "architect" when it should mention an "engineer." Please see the updated criteria below.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

PD 18-19.008
Perdido Key Fire Station Concrete Drive Repairs

Corrected Schedule

	Old Date	New Date
Mailing Date of Proposals	~~November 13, 2018~~	November 26, 2018
Final Date for Questions	~~November 28, 2018~~	December 06, 2018
Letters of Interest Due Date	~~11:59 PM, CST~~ ~~December 03, 2018~~	11:59 PM, CST December 11, 2018
Short-List Meeting	~~10:00 AM, CST~~ ~~December 11, 2018~~	1:00 PM, CST December 18, 2018
Discussions/Ranking Meeting	~~1:00 PM, CST~~ ~~December 18, 2018~~	1:00 PM, CST January 08, 2019
Written Scope Due to Committee for Review	~~January 03, 2019~~	January 16, 2018
Fee Proposal Due to Committee for Review	~~January 09, 2019~~	January 23, 2019
1st Negotiations with First Ranked Firm	~~1:00 PM, CST~~ ~~January 15, 2019~~	1:00 PM, CST January 29, 2019
2nd Negotiations with First Ranked Firm (If Necessary)	~~If Required, 10:30 AM, CST~~ ~~January 17, 2019~~	If Required, 10:00 AM, CST January 31, 2019
Board of County Commissioners Approval	~~February 07, 2019~~	February 21, 2019

Corrected Selection Criteria

	Points Available
Relevant experience of the Project Engineer for the last five years on the design of concrete drives and parking spaces for Fire Stations or similar projects.	**50**
Relevant Experience of the ~~architect's~~ Engineer's Project Manager for the last five years.	**25**
Current work load of the design Engineering firm.	**20**
Local presence of the ~~architect's~~ Engineer's office and its consultant's offices where the work is to be performed.	**5**

PD 18-19.008 Perdido Key Fire Station Concrete Drive Repairs				
Final Ranking Criteria		**January 8, 2019**		
Final Tally				
		Average Rank Per Criteria Item:		
Criteria:	**Available Points**	**Fabre Engineering & Surveying**	**Kenneth Horne & Associates**	**Municipal Engineering Services, Inc.**
What Experience does your team have on projects similar to this?	**30**	**1.00**	**2.33**	**2.33**
What approach would your team use in analyzing and determining the most cost effective solutions to the concrete problems at this site?	**30**	**1.00**	**2.33**	**2.33**
Once the Notice to Proceed has been issued, what is your estimated time-frame for analyzing the problems and development of construction documents?	**15**	**2.00**	**1.67**	**2.00**
What distinguishes your firm from the others under considertation for this project?	**25**	**1.00**	**2.33**	**2.33**
Total		**5.00**	**8.67**	**9.00**

PD 18-19.008 Perdido Key Fire Station Concrete Drive Repairs				
Final Ranking Criteria		**January 8, 2019**		
Selection Committee Member:	**George Bush**			
		Points Awarded To:		
Criteria:	**Available Points**	**Fabre Engineering & Surveying**	**Kenneth Horne & Associates**	**Municipal Engineering Services, Inc.**
What Experience does your team have on projects similar to this?	**30**	**29**	29	28
What approach would your team use in analyzing and determining the most cost effective solutions to the concrete problems at this site?	**30**	**29**	28	28
Once the Notice to Proceed has been issued, what is your estimated time-frame for analyzing the problems and development of construction documents?	**15**	**12**	14	14
What distinguishes your firm from the others under considertation for this project?	**25**	**24**	24	23
Total	**100**	**94**	**95**	**93**

PD 18-19.008 Perdido Key Fire Station Concrete Drive Repairs				
Final Ranking Criteria		**January 8, 2019**		
Selection Committee Member:	**John Townsend**			
		Points Awarded To:		
Criteria:	**Available Points**	**Fabre Engineering & Surveying**	**Kenneth Horne & Associates**	**Municipal Engineering Services, Inc.**
What Experience does your team have on projects similar to this?	**30**	**28**	26	27
What approach would your team use in analyzing and determining the most cost effective solutions to the concrete problems at this site?	**30**	**28**	22	26
Once the Notice to Proceed has been issued, what is your estimated time-frame for analyzing the problems and development of construction documents?	**15**	**13**	10	12
What distinguishes your firm from the others under considertation for this project?	**25**	**24**	21	22
Total	**100**	**93**	**79**	**87**

PD 18-19.008 Perdido Key Fire Station Concrete Drive Repairs				
Final Ranking Criteria		**January 8, 2019**		
Selection Committee Member:	**Bob Dye**			
		Points Awarded To:		
Criteria:	**Available Points**	**Fabre Engineering & Surveying**	**Kenneth Horne & Associates**	**Municipal Engineering Services, Inc.**
What Experience does your team have on projects similar to this?	**30**	**28**	22	25
What approach would your team use in analyzing and determining the most cost effective solutions to the concrete problems at this site?	**30**	**26**	24	22
Once the Notice to Proceed has been issued, what is your estimated time-frame for analyzing the problems and development of construction documents?	**15**	**12**	13	11
What distinguishes your firm from the others under considertation for this project?	**25**	**23**	20	22
Total	**100**	**89**	**79**	**80**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

FABRE 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 27th day of February, 2019, 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 Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a for-profit corporation authorized to transact business in the State of Florida, whose address is 119 Gregory Square, Pensacola, Florida, 32502, and whose Federal tax identification number is 59-2135118 (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: Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying 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 Bush, Division 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 Design Services for Perdido Key Fire Station Concrete Drive Repairs.

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) 18-19 in the amount of Fifty-Five Thousand, Eight Hundred Seventy-Six Dollars ($55,876.00) 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 18-19.008, Design Services for Perdido Key Fire Station Concrete Drive Repairs, and as represented in the Consultant's Letter of Interest response to PD 18-19.008, 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 Four Hundred Thousand Dollars ($400,000.00).

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 Fifty-Five Thousand, Eight Hundred Seventy-Six Dollars ($55,876.00). 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:

Fabre Engineering & Surveying
119 Gregory Square
Pensacola, FL 32502-4915

(d) Invoices to the County shall be sent to:
Escambia County Facilities Management
Attention: George Bush
100 East Blount Street
Pensacola, Florida 32501

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 Joe Pillitary, 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 Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, 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: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

BCC Approved: March 7, 2019

CONSULTANT:
Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a for-profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
Secretary

By: _____
Frank J. Fabre, President

Date: _____

FABRE ENGINEERING & SURVEYING
ENGINEERS PLANNERS SURVEYORS

Perdido Key Fire Station

Scope of Services

Task 100 - Evaluation Report

- Gather and review all available existing information - As-Built Drawings, Geotech Reports, Problem Evaluations, Retaining Wall Plans, etc.
- Topo surface and map cracks, note differential settling.
- Core Concrete and test cores for compressive strength.
- Drill hand augers in core holes and probe soils to determine density.
- Drill a deeper boring at northeast comer of site where fill was placed to sample clay for laboratory consolidation (compressibility).
- Perform a settlement analysis using consolidation results to determine if settlement from clay consolidation is a factor.
- Video Underdrain System.
- Interview Repair Contractor and County Inspector.
- Analyze all data.
- Draft report with Potential Alternatives, Construction Cost Estimates and the Recommended Alternative for County Review.
- Finalize Report with Selected Concept Plan.

Task 200 - Construction Plans

- 60% Plans and Construction Cost Estimate.
- 90% Plans with updated Construction Cost Estimate.
- 100% Plans - Ready to Advertise Drawings & Final Construction Cost Estimate.

Task 300 - Contract Administration

- Bidding, RFI's, Preconstruction Meeting.
- Construction Monitoring.
- As-Built Drawings.

EXHIBIT "B"

FABRE ENGINEERING & SURVEYING

ENGINEERS PLANNERS SURVEYORS

Perdido Key Fire Station

Schedule

		Calendar Days
Task 101	Gather all existing information-As-Built Drawings, Geotech Reports, Problem Evaluations, etc.	
Task 102	Topo surface and map cracks, note differential settling	
Task 103	Core Concrete & Base, test each	
.Task 104	Video Underdrain System, Review As-Built Plans and recent test data, Interview Repair Contractor and County Inspector	56
Task 105	Analyze all data	14
Task 106	Draft report with potential alternatives, construction costs and the Recommended Alternative	14
	County Review	21
Task 107	Finalize report with Selected Concept Plan	14
Task 201	60% Plans and Construction Cost Estimate	28
	County Review	21
Task 202	90% Plans with updated Construction Costs	14
	County Review	21
Task 203	100% Plans - Ready to Advertise Drawings & Final Construction Cost Estimate	14
	Total Days:	**217**
Task 300	Contract Administration	TBD

119 GREGORY SQUARE PENSACOLA, FLORIDA 32502 TELEPHONE: (850) 433-6438
21530 PROFESSIONAL DRIVE SUITE 105 ROBERTSDALE, ALABAMA 36567 TELEPHONE (251) 945-1937

EXHIBIT "C"

	Perdido Key Fire Station Pavement Repair											
	Fabre Engineering & Surveying											
	February 1, 2019											
	Civil Proposal											
TASK	DESCRIPTION	PM	Sr. PE Site	Sr. PE Str	D.E.	CADD	Survey Crew	PSM	INSP	CLERICAL		FEE
		$131	$125	$125	$75	$65	$125	$65	$64.50	$50	Consultant	
Task 100	**Evaluation Report**											
Task 101	Gather and Review all existing information	6	16		16							$3,986.00
Task 102	Topo Parking Lot and Map Cracks					12	6	1				$1,595.00
Task 103	Core Concrete, Base and Test	2	4		4	2					$13,239.00	$1,192.00
Task 104	Video Underdrain	1	4		8					1		$1,281.00
Task 105	Analyse All Data	4	12	4	24	8				4		$4,544.00
Task 106	Draft Report with Cost Estimates and Exhibits	4	8		24	24				4		$5,084.00
Task 107	Final Report with Recommended Plan, Cost Estimates and Exhibits	4	12		12	12				8		$4,104.00
	Subtotal											$21,786.00
Task 200	**Construction Plans**											
Task 201	60% Plans	2	16		16	48				2		$6,682.00
Task 202	90% Plans	2	8		16	24				4		$4,222.00
Task 203	100% RTA Plans	2	8		16	24				8		$4,422.00
	Subtotal											$15,326.00
Task 300	**Contract Administration**											
Task 301	Bidding, RFI's, PreCon	1	8		8							$1,731.00
Task 302	Construction Monitoring	3	8		16							$2,593.00
Task 303	As-Built Plans	1	2		4	8						$1,201.00
	Subtotal											$5,525.00
	TOTAL	28	96	4	144	154	6	1	0	31	$13,239.00	$55,876.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15642 **County Administrator's Report 14. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Revision to Board Award for the Purchase of One Vehicle for the Public Safety/Fire Department VE 17-18.027 & VE 18-19.011
From: AMY LOVOY, Interim County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders for the Purchase of One Vehicle for the Public Safety/Fire Department, VE 17-18.027 and VE 18-19.011 - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind its action of September 6, 2018, CAR II-21, Item "C", authorizing the County to issue a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (Model D28L62) vehicle, for the Public Safety/Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027; and

B. Authorize the issuance of a Purchase Order for one 2019 Ford Super-Duty F-350 SRW XL 4WD Reg Cab 8' Box (Model F3B) vehicle, for the Public Safety/Fire Department, to Garber Ford, Inc., in the amount of $26,272, according to the specifications outlined in Specification Number VE 18-19.011.

[Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase

price, specification VE 18-19.011, 2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box (F3B) for the Public Safety/Fire Department was posted beginning on December 17, 2018 for a period of thirty days. No quotes were received from local bidders for this posting. This vehicle purchase will be replacing property # 51536.

Hill Kelly Dodge provided a quotation, but the vehicle was no longer available after Board approval.

BUDGETARY IMPACT:

Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Vehicle to be Rescinded
Solicitation for Vehicle to be Purchased
September 6, 2018 CAR II-21

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14727 **County Administrator's Report**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Purchase of Five Vehicles for Public Safety - Fire Department
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for Public Safety-Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of the following:

A. Authorize the County to utilize the Florida Sheriffs Association Contract (FSA17-VEL 25.0), 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 for the following vehicles:

1. One 2019 Ford Police Interceptor Utility AWD (model K8A), at a price of $29,569, solicitation VE 17-18.024;

2. Two 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (model CK25943), at a price of $39,781 each, for a total of $79,562, solicitation VE 17-18.025; and

3. One 2019 Chevrolet Silverado 1500 4wd Double Cab (model CK15753), at a price of $27,589, solicitation VE 17-18.026;

B. Authorize the issuance of a Purchase Order for the four vehicles noted above, for the Public Safety-Fire Department, to Garber Ford, Inc., in the amount of $136,720, according to the specifications outlined in Specification Numbers VE 17-18.024, VE 17-18.025, and VE 17-18.026.

C. Authorize the issuance of a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (model D28L62) vehicle, for the Public Safety-Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, these vehicle purchases were advertised on the Escambia County web site for thirty days. One response was received for VE 17-18.027, and no responses were received from local vendors for VE 17-18.024, VE 17-18.025, and VE 17-18.026.

[Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.024, VE 17-18.025, VE 17-18.026, and VE 17-18.027 Public Safety-Fire Department Vehicle Purchase were posted beginning July 12, 2018 for a period of thirty days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17-18.027. No other quotes were received on this posting. Shown below are the requested 2019 vehicles followed by the justifications for each vehicle. The following vehicles will be added to support two of the three new Battalion Chief positions approved by the Board of County Commissioners on 4/20/2017. Two 2019 Chevy Silverado 2500HD 4WD Crew Cab trucks. The following vehicles will be purchased to replace vehicles that have been totaled out due to damage. One 2019 Chevrolet Silverado 1500 4WD Double Cab truck. (replacing property #54946) 2006 Ford F-150 property #54946 Mileage 121,100. One 2019 Ford Utility vehicle AWD (replacing property #53939) 2005 Ford Explorer (property #53939 total loss/flood damage). One 2019 Ram 3500 Tradesman Single Rear Wheel 4WD Regular Cab (replacing property #51536) 2002 Ford F-550 4WD truck (property #51536 total loss/accident).

BUDGETARY IMPACT:

Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation and Original Quote VE 17-18.024
Solicitation and Original Quote VE 17-18.025
Solicitation and Original Quote VE 17-18.026
Solicitation and Original Quote VE 17-18.027

Quote Hill-Kelly Dodge Chrysler Jeep Ram VE 17-18.027

The Escambia County (Florida) Public Safety Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 18-19.011**

Year: 2019

Model: Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box (F3B)

Color: White

Equipment: To be equipped per specifications noted below.

Warranty: Standard vehicle warranty applies.

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Contract Used to Obtain Original Quote:

Florida Department of Management Services Contract 25100000-18-1

Delivery required (from order date):

120-150 days

Maximum Budgeted Purchase Amount:

$26,272.00

Specification Number VE 18-19.011 – Escambia County (Florida) Public Safety Fire Department 2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box (F3B)

Posting Date	December 17, 2018
Due Date for Offers	January 23, 2019
Depart. Contact	Paul Williams 850-475-5530
Fleet Maint.	

VE 18-19.011 – Escambia County (Florida) Public Safety Fire Department 2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box (F3B)

Offers for the sale of vehicles meeting the specifications for VE 18-19.011 Escambia County (Florida) Public Safety Fire Department 2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box (F3B) as listed will be accepted until **5:00 PM CDT on January 23, 2019.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeffrey Lovingood, Purchasing Specialist
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE18-19.011 Escambia County (Florida) Public Safety Fire Department 2019 Ford Super Duty F-350 SRW Cab 8' Box (F3B) and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

UNSPSC C Code	25101507
Line #	F-36
Unit Description	F3B

Prepared for:	Prepared by:

11/28/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Garber Ford, Inc.
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

DEPARTMENT OF MANAGEMENT SERVICES

I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services. (http://dms.myflorida.com/contract_search/(category)/18). Purchasing contract number is 25100000-18-1, expiring November 16, 2019 for Motor Vehicles. If you have any questions regarding this quote please call!

		Base Price
F3B	2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box	$26,249.00

Codes	Optional Equipment	Unit Price	Net Price
2019	2019 Model Year Manufacturer's Price Adjustment	23	$23.00
610A	Order Code 610A (Single Rear Wheels)	Included	$0.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	$0.00
44P	Transmission: TorqShift 6-Speed Automatic	Included	$0.00
Z1	Oxford White	Included	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	Included	$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	Included	$0.00
T&D	Temporary Tag and Delivery	Included	$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 26,272.00***

Garber Automall Fleet

Ryan Davis | (904) 264-2442 ext.2350 | rdavis@garberautomall.com

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)



Garber Automall Fleet

Ryan Davis | (904) 264-2442 ext.2350 | rdavis@garberautomall.com

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F3B	2019 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box	$37,120.00

COLORS

CODE	DESCRIPTION	MSRP
Z1	Oxford White	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44P	Transmission: TorqShift 6-Speed Automatic (6R140) -inc: SelectShift (STD)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
610A	Order Code 610A	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00

TIRES

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S (4) (STD)	$0.00

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Data Version: 7090. Data Updated: Nov 27, 2018 9:46:00 PM PST.

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)

AXLE RATIO		
CODE	**DESCRIPTION**	**MSRP**
X3E	Electronic-Locking w/3.73 Axle Ratio	$390.00

PRIMARY PAINT		
CODE	**DESCRIPTION**	**MSRP**
Z1	Oxford White	$0.00
	Options Total	**$390.00**

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	$37,120.00
Total Options	$390.00
Vehicle Subtotal	$37,510.00
Destination Charge	$1,495.00
Grand Total	**$39,005.00**

Standard Equipment

Mechanical
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
Transmission: TorqShift 6-Speed Automatic (6R140) -inc: SelectShift (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Harness, Hitch and Trailer Sway Control
3950# Maximum Payload
GVWR: 10,300 lb Payload Package
HD Shock Absorbers

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Data Version: 7090. Data Updated: Nov 27, 2018 9:46:00 PM PST.

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)

Mechanical	
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Front License Plate Bracket
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock

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Data Version: 7090. Data Updated: Nov 27, 2018 9:46:00 PM PST.

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)

Exterior	
	Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio: AM/FM Stereo -inc: digital clock and 4 speakers
	Fixed Antenna
	1 LCD Monitor In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shift Knob
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Underhood And Pickup Cargo Box Lights
	Instrument Panel Bin and Covered Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Display

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Data Version: 7090. Data Updated: Nov 27, 2018 9:46:00 PM PST.

[Fleet] 2019 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (3)

Interior	
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 7090. Data Updated: Nov 27, 2018 9:46:00 PM PST.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14727 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Purchase of Five Vehicles for Public Safety - Fire Department
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for Public Safety - Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Florida Sheriffs Association Contract (FSA17-VEL 25.0), 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 for the following vehicles:

1. One 2019 Ford Police Interceptor Utility AWD (model K8A), at a price of $29,569, solicitation VE 17-18.024;

2. Two 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (model CK25943), at a price of $39,781 each, for a total of $79,562, solicitation VE 17-18.025; and

3. One 2019 Chevrolet Silverado 1500 4wd Double Cab (model CK15753), at a price of $27,589, solicitation VE 17-18.026;

B. Authorize the issuance of a Purchase Order for the four vehicles noted above, for the Public Safety-Fire Department, to Garber Ford, Inc., in the amount of $136,720, according to the specifications outlined in Specification Numbers VE 17-18.024, VE 17-18.025, and VE 17-18.026; and

C. Authorize the issuance of a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (model D28L62) vehicle, for the Public Safety-Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the

specifications outlined in Specification Number VE 17-18.027.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, these vehicle purchases were advertised on the Escambia County web site for thirty days. One response was received for VE 17-18.027, and no responses were received from local vendors for VE 17-18.024, VE 17-18.025, and VE 17-18.026.

[Funding: Fund 352, Local Option Sales Tax (LOST); Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.024, VE 17-18.025, VE 17-18.026, and VE 17-18.027 Public Safety-Fire Department Vehicle Purchase were posted beginning July 12, 2018 for a period of thirty days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17-18.027. No other quotes were received on this posting. Shown below are the requested 2019 vehicles followed by the justifications for each vehicle. The following vehicles will be added to support two of the three new Battalion Chief positions approved by the Board of County Commissioners on 4/20/2017. Two 2019 Chevy Silverado 2500HD 4WD Crew Cab trucks. The following vehicles will be purchased to replace vehicles that have been totaled out due to damage. One 2019 Chevrolet Silverado 1500 4WD Double Cab truck. (replacing property #54946) 2006 Ford F-150 property #54946 Mileage 121,100. One 2019 Ford Utility vehicle AWD (replacing property #53939) 2005 Ford Explorer (property #53939 total loss/flood damage). One 2019 Ram 3500 Tradesman Single Rear Wheel 4WD Regular Cab (replacing property #51536) 2002 Ford F-550 4WD truck (property #51536 total loss/accident).

BUDGETARY IMPACT:

Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation and Original Quote VE 17-18.024
Solicitation and Original Quote VE 17-18.025
Solicitation and Original Quote VE 17-18.026
Solicitation and Original Quote VE 17-18.027
Quote Hill-Kelly Dodge Chrysler Jeep Ram VE 17-18.027

Board of County Commissioners • Escambia County, Florida

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.024**

Year: 2019

Model: Ford Police Interceptor Utility AWD (K8A)

Color: White

Equipment: To be equipped per specifications.

Warranty: Standard Factory Warranties

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$29,569.00

Specification Number VE 17-18.024 – Escambia County (Florida) Fire Department
2019 Ford Police Interceptor Utility AWD (K8A)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.024 – Escambia County (Florida) Fire Department 2019 Ford Police Interceptor Utility AWD (K8A)

Offers for the sale of vehicles meeting the specifications for VE 17-18.024 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.024 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	6
Unit Description	K8A

Prepared for:	Prepared by:
6/19/2018 Escambia County Fire Attn: Paul Williams jpwillia@myescambia.com 850-475-5530	***Garber Ford, Inc.*** Ryan Davis *(904) 264-2442 ext.2350 FAX: (904) 284-0054* *3380 Hwy 17 Green Cove Springs, FL 32043* rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

			Base Price
K8A	2018 Ford Police Interceptor Utility AWD		$27,555.00
Codes	Optional Equipment	Unit Price	Net Price
500A	Order Code 500A	Included	$0.00
99R	Engine: 3.7L V6 Ti-VCT FFV	Included	$0.00
44C	Transmission: 6-Speed Automatic	Included	$0.00
YZ	Oxford White (Or Standard Paint Color)	Included	$0.00
FW	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear	59	$59.00
153	Front License Plate Bracket	N/C	$0.00
16D	Badge Delete -inc: Deletes the Police Interceptor badging	N/C	$0.00
51R	Driver Only LED Spot Lamp (Unity)	179	$179.00
86P	Front Headlamp/Police Interceptor Housing Only	124	$124.00
86T	Tail Lamp/Police Interceptor Housing Only	59	$59.00
	*86P & 86T Required for Corner Strobe Installation		
17A	Aux Air Conditioning (Rear)	609	$609.00
53M	SYNC Basic (Voice-Activated Communications System)	294	$294.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -	339	$339.00
	inc: Does not include PATS, 4-key fobs (4 Keys)		
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	49	$49.00
	*60A Required for Headlight Flashers		
TINT	WINDOW TINT ALL WINDOWS (Match with Strip)	296	$296.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Model at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 29,569.00***

Board of County Commissioners • Escambia County, Florida

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: Two (2) ea.

Base Description: VE 17-18.025

Year: 2019

Model: Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$39,781.00 each

$79,562.00 Total

Specification Number VE 17-18.025 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.025 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Offers for the sale of vehicles meeting the specifications for VE 17-18.025 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.025 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

GARBER

Escambia County Fire

Specification #	57
Unit Description	CK25943

Prepared for:	Prepared by:

6/19/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Garber Chevrolet Buick GMC
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

			Base Price
CK25943	2018 Chevrolet Silverado 2500 4wd Crew Cab LWB		$29,087.00
Codes	Optional Equipment	Unit Price	Net Price
CK25743	2018 Chevrolet Silverado 2500HD 4WD Crew Cab 153.7" SWB Work Truck	-150	($150.00)
1WT	Work Truck Preferred Equipment Group	Included	$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	9003	$9,003.00
MW7	Transmission, Allison 1000 6-speed automatic	Included	$0.00
GAZ	Summit White	Included	$0.00
H2R	Dark Ash with Jet Black Interior Accents, Cloth seat trim	Included	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	198	$198.00
KW5	Alternator, 220 amps	148	$148.00
Z82	TRAILERING EQUIPMENT (Includes Bar and 2" Ball)	398	$398.00
AKO	GLASS, DEEP-TINTED (INCLUDES $146 FOR FRONT DOOR WINDOW TINT DEALER INSTALLED)	344	$344.00
LHSPOT	Left Hand Spotlight	396	$396.00
LEDSPOT	Upgrade Spotlight with LED Insert	246	$246.00
INST	1.0 Hours Labor for Spotlight Install	105	$105.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Silverado 2500 at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 39,781.00***
	TOTAL x2 VEHICLES		***$ 79,562.00***

Board of County Commissioners • Escambia County, Florida

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.026**

Year: 2019

Model: Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$27,589.00

Specification Number VE 17-18.026 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.026 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Offers for the sale of vehicles meeting the specifications for VE 17-18.026 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.026 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

GARBER FLEET SALES

Escambia County Fire

Specification #	49
Unit Description	CK15753

Prepared for:	Prepared by:

6/19/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Garber Chevrolet Buick GMC
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

			Base Price
CK15753	2018 Chevrolet Silverado 1500 4wd Double Cab		$22,958.00
Codes	Optional Equipment	Unit Price	Net Price
1LS	LS Preferred Equipment Group	1748	$1,748.00
L83	Engine, 5.3L EcoTec3 V8	1193	$1,193.00
MYC	Transmission, 6-speed automatic, electronically controlled	Included	$0.00
GAZ	Summit White	Included	$0.00
H2R	Dark Ash with Jet Black Interior Accents, Cloth seat trim	Included	$0.00
GU6	Rear axle, 3.42 ratio	Included	$0.00
G80	Differential, heavy-duty locking rear	Included	$0.00
Z82	TRAILERING PACKAGE includes trailer hitch, 7-pin and 4-pin connectors (INCLUDES BAR AND 2" BALL)	493	$493.00
KI4	POWER OUTLET, 110-VOLT AC	148	$148.00
TINT	WINDOW TINT ALL WINDOWS (Match with Strip)	296	$296.00
LHSPOT	Left Hand Spotlight	396	$396.00
LEDSPOT	Upgrade Spotlight with LED Insert	246	$246.00
INST	1.0 Hours Labor for Spotlight Install	105	$105.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Silverado 1500 (Classic) at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 27,589.00***

Board of County Commissioners • Escambia County, Florida

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: VE 17-18.027

Year: 2019

Model: Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$37,052.00

Specification Number VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Offers for the sale of vehicles meeting the specifications for VE 17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	59
Unit Description	D28L62

Prepared for:	Prepared by:

5/30/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Garber Chrysler Dodge Truck
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3408 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

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			Base Price
D28L62	2018 Ram 3500 Tradesman 4x4 Reg Cab 8' Box		$26,367.00
Codes	Optional Equipment	Unit Price	Net Price
2FA	Quick Order Package 2FA Tradesman	Included	$0.00
(WLA)	DELETE DUAL REAR WHEELS	-1100	($1,100.00)
ETK	Engine: 6.7L I6 Cummins Turbo Diesel	9198	$9,198.00
DG7	Transmission: 6-Speed Automatic 68RFE	Included	$0.00
DMR	3.42 Axle Ratio	Included	$0.00
PW7	Bright White Clearcoat	Included	$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	Included	$0.00
WBN	Wheels: 18" x 8.0" Steel	Included	$0.00
TCP	Tires: LT275/70R18E OWL On/Off Road	243	$243.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield	93	$93.00
AJH	Power & Remote Entry Group -inc: Premium Vinyl Door Trim w/Map Pocket, Power Black Trailer Tow Mirrors, Front 1-Touch Down Power Windows, Remote Keyless Entry, Exterior Mirrors w/Heating Element, Power Locks, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Supplemental Signals	613	$613.00
BAJ	220 Amp Alternator	98	$98.00
DK3	Electric Shift-On-The-Fly Transfer Case	293	$293.00
XHC	Trailer Brake Control	293	$293.00
BB	BAR AND 2" PINTLE BALL (Class V Towing w/Harness, Hitch and Trailer Sway Control Included)	245	$245.00
BUA	Back Up Alarm	138	$138.00
LHSPT	Left-Hand Standard Spotlight	396	$396.00
TINT	Legal Window Tint	175	$175.00
DEL	Delivery	Included	$0.00
	Carryover Pricing; 2019 Model Ram 3500 at 2018 Contract Price		
	TOTAL PURCHASE AMOUNT PER VEHICLE		*$ 37,052.00*

Neal Knighten

Dear Sir or Madam,

Good afternoon and thank you for allowing Hill-Kelly DCJR the opportunity to earn your business. Enclosed you will find Hill-Kelly's Bid as well as additional supporting documentation for RFP ***VE 17-18.027***:

- *Base Description: VE 17-18.027* – please note that 2019 MY units are not available for building or ordering in our system at this time. According to my contacts with Ram, estimated order timing is presently November '18. Included you will find a bid for a 2018 MY build. Please understand that Order to Delivery timing is typically 8 – 10 weeks providing that there are no unexpected delays with the factory and/or delivery to the dealership.
- *Hill-Kelly DCJR Offer* – 2018 MY Ram 3500 Regular Cab 4x4 SRW w/8'0" Bed and option adds per the Bid Specifications. Any associated Tag Fees are not included, Taxes removed for Government / Municipality purchase, Fleet Allowance included.
- *Sample Build* – including option(s) requirements and up-fits.
- *Up-Fit Estimate* – describing elements included with associated pricing.
- *2FA Package Description* – with associated elements.
- *Standard Features* – for the unit quoted. Option adds supersede standard options.
- *Job Rating Worksheet* – with associated 2018 Ram 3500 Trailer Towing Chart J1 SAE J2807 Compliant for the sample build quoted, as equipped.

Please don't hesitate to contact me with additional questions. Thank you again and I look forward to earning your business.

Sincerely,

Neal Knighten
Commercial Sales Manager
Hill-Kelly Dodge Chrysler Jeep Ram
C: 850.723.2625
O: 850.696.1480
Email: neal@hillkellydodge.com



Board of County Commissioners • Escambia County, Florida

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: VE 17-18.027

Year: 2019

Model: Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$37,052.00

Specification Number VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Offers for the sale of vehicles meeting the specifications for VE 17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

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Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	59
Unit Description	D28L62

GARBER

Prepared for:

5/30/2018
Escambia County Fire
Attn: Paul Williams
pwilli@myescambia.com
850-475-5530

Prepared by:

Garber Chrysler Dodge Truck
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3408 Hwy 17 Green Cove Springs, FL 32043
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Florida Sheriffs Association

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		Base Price
D25L62	2018 Ram 3500 Tradesman 4x4 Reg Cab 8' Box	$26,367.00

Codes	Optional Equipment	Unit Price	Net Price
2FA	Quick Order Package 2FA Tradesman	Included	$0.00
(WLA)	DELETE DUAL REAR WHEELS	-1100	($1,100.00)
ETK	Engine: 6.7L I6 Cummins Turbo Diesel	9198	$9,198.00
DG7	Transmission: 6-Speed Automatic 68RFE	Included	$0.00
DMR	3.42 Axle Ratio	Included	$0.00
PW7	Bright White Clearcoat	Included	$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	Included	$0.00
WBN	Wheels: 18" x 8.0" Steel	Included	$0.00
TCP	Tires: LT275/70R18E OWL On/Off Road	243	$243.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield	93	$93.00
AJH	Power & Remote Entry Group -inc: Premium Vinyl Door Trim w/Map Pocket, Power Black Trailer Tow Mirrors, Front 1-Touch Down Power Windows, Remote Keyless Entry, Exterior Mirrors w/Heating Element, Power Locks, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Supplemental Signals	613	$613.00
BAJ	220 Amp Alternator	98	$98.00
DK3	Electric Shift-On-The-Fly Transfer Case	293	$293.00
XHC	Trailer Brake Control	293	$293.00
BB	BAR AND 2" PINTLE BALL (Class V Towing w/Harness, Hitch and Trailer Sway Control Included)	245	$245.00
BUA	Back Up Alarm	138	$138.00
LHSPT	Left-Hand Standard Spotlight	396	$396.00
TINT	Legal Window Tint	175	$175.00
DEL	Delivery	Included	$0.00
	Carryover Pricing; 2019 Model Ram 3500 at 2018 Contract Price		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 37,052.00***

Hill Kelly Dodge Chrysler Jeep Ram

Date/Time: 7/19/2018 11:26:21 AM
Buyer: Jeffrey Lovingood
Address: 32502
Salesperson: Neal Knighten

2018 RAM 3500 Tradesman

MSRP/Retail	$48,685.00
Selling Price	$34,892.00
Rebate	0.00
Total Savings + Rebate	$13,793.00
Government Fee	$46.50
Proc/Doc Fee	$399.00
Accessories	$1,580.27
Service Contract	0.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	$36,917.77

Itemized Accessories upfits: $1580.27

With Approved Credit. Plus Tags.

X _____ Customer Signature _____ Date

X _____ Manager Signature _____ Date

HILL-KELLY DODGE CHRYSLER JEEP
6171 PENSACOLA BLVD
PENSACOLA, FL 325052211

Configuration Preview

Date Printed:	2018-07-19 12:12 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	016GB Escambia County Fire Departmen
				FAN 2:	
				Client Code:	
				Bid Number:	TB8058

Sold to:
HILL-KELLY DODGE CHRYSLER JEEP (56733)
6171 PENSACOLA BLVD
PENSACOLA, FL 325052211

Ship to:
HILL-KELLY DODGE CHRYSLER JEEP (56733)
6171 PENSACOLA BLVD
PENSACOLA, FL 325052211

PO Number:

Vehicle: **2018 3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box) (D28L62)**

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	D28L62	3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	36,445	34,567
Package:	2FA	Customer Preferred Package 2FA	0	0
	ETK	6.7L I6 Cummins Turbo Diesel Engine	9,200	8,372
	DG7	6-Spd Automatic 68RFE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	4DH	Prepaid Holdback	0	-1,419
	4ES	Delivery Allowance Credit	0	-364
	MAF	Fleet Purchase Incentive	0	-1,170
	XHC	Trailer Brake Control	295	268
	DK3	Elec Shift-On-The-Fly Transfer Case	295	268
	BAJ	220 Amp Alternator	100	91
	AJH	Power and Remote Entry Group	615	560
	ADB	Protection Group	95	86
	TCP	LT275/70R18E OWL On/Off Road Tires	245	223
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	166	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB8058	Government Incentives	0	-8,800
Discounts:	YG4	5.5 Additional Gallons of Diesel	0	15
Destination Fees:			1,395	1,395
		Total Price:	48,685	34,092

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Customer Name:	Escambia County Fire Departmen		
Customer Address:	213 Palafox Place Pensacola FL 32502 USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

FLEETCO
TRUCK BODIES • LIFTGATES • CRANES

685 Broad Street
Pensacola, FL 32534
Telephone 850-477-7645

MV22750

Date
Sales Represenative
Job Number
Customer P.O.#

Customer	Hill Kelly Dodge/Chrysler/Jeep/Ram
Contact	Neal Nighten
Phone	850-476-9078
Email	neal@hillkelly.com
Yr./Make	2018 Ram 3500
Type	Regular Cab SRW Pickup Truck

Items

Description	*Qty.*	*Cost*
Post mount 6" halogen bulb spotlight mounted on left "A" Pillar	1	$359.11
Mounting kit for Ram 3500 Pickup truck	1	$74.67
Backup alarm 97 decibels	1	$19.25
Weight Distribution Hitch With sway Control Arm, 15K Capacity	1	$339.55
Window Tint On All Windows	1	$213.33

Labor

Description	*Hrs.*	*Cost*
labor to install left side post mount spotlight	3	$255.00
labor to install backup alarm	0.5	$42.50
labor to assemble weight distribution hitch	1.5	$127.50

Notes

Please Allow 7-10 Days Delivery Of Components and 2-3 Days In Our Shop For Completion Of Work

Contract Price	**$1,430.91**
Inbound Freight	$103.33
Shop Cost* - Environmental Compliance, Expendables, Disposal Fees, etc.	$46.03
Outbound Freight	$0.00
Other Fees/Adjustments	$0.00
Total Invoice Amount ***Tax Not Included***	**$1,580.27**

Notice: Pricing is typically valid for 30 days, but not guaranteed. In cases where supplier costs change significantly due to tariffs or other unpredictable market fluctuations prices may vary. Consult your sales person to verify price at time of purchase. Charges based on flat rate times. Unless prior arrangements have been made, there is a storage fee of $60.00 per day for vehicles. This applies to vehicles stored before authorized work is performed and vehicles not claimed within 10 days of notification of completed work. Storage fees incurred prior to job authorization will be credited toward final invoice. A 50% deposit may be required prior to beginning work. Restocking fees will be applied to any specialty orders cancelled before completion.

Please read carefully and mark the apporpriate response:

I understand that, under state law, I am entitled to a written estimate if my bill will exceed $100...

I request a written estimate. ☐

I do not request a written estimate as long as the repair costs do not exceed $_____. The shop may not exceed this amount without my written or oral approval. ☐

I do not request a written estimate. ☐

Do you wish to have your old parts saved YES or NO? Core charges may apply.

Approval: I, Customer, hereby acknowledge approval of the estimate for the above described goods and services to be performed in the specified quantities and prices and agree to pay Fleetco as set forth herein. Customer authorizes the repair to be performed along with the use of necessary materials. Fleetco employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Fleetco assumes no responsibility for loss or damage by theft or fire to equipment placed with Fleetco for storage, sale, repair or while field testing. *This charge represents costs to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. In Florida: F.S. 403.1718 Mandates a $1.00 fee for each new tire sold. F.S. 403.7185 Mandates a $1.50 for each new or remanufactured battery sold. Workmanship is guaranteed for 90 days and/or 25k miles, whichever shall come first after the repair is completed. Parts are warrantied per manufacturer.

Signed_____**Date**_____

Package Details		
	TRADESMAN	
Package Contents	FWP (USD)	MSRP (USD)
6.7L I6 Cummins Turbo Diesel Engine	8463	9300
6-Spd Automatic 68RFE Transmission	0	0
Front Armrest w/Cupholders	0	0
Package Value Price	0	0
NET PACKAGE PRICE	8463	9300

✓ 2FA TRADESMAN PACKAGE INCLUDES A 3.42 AXLE RATIO

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	**Description**
DRQ	11.50" Single Wheel Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
BAB	160 Amp Alternator
WKN	18" Steel Spare Wheel
WBN	18X8.0 Steel Wheels
NFX	32 Gallon Fuel Tank
SCF	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
MUS	4X4 Badge
EZC	5.7L V8 HEMI VVT Engine
NAS	50 State Emissions
RCG	6 Speakers
DJN	6,000# Front Axle
DFP	6-Spd Automatic 66RFE Transmission
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
DSA	Anti-Spin Differential Rear Axle
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
CTL	Base Door Trim Panel
CU3	Behind the Seat Storage / Bin
MNA	Black Door Handles
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFF	Black Grille
MBN	Black Rear Bumper
CKJ	Black Vinyl Floor Covering
XJ8	Body Color Fuel Filler Door
MCM	Body Color Headlamp Filler Panel
LPE	Cargo and CHMSL Lamp
WMJ	Center Hub
XFR	Class V Receiver Hitch
DS7	Conventional Differential Frt Axle
HGB	Dash Liner Insulation
X82	Door Parts Module
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	**Description**
RDD	Fixed Long Mast Antenna
HGF	Floor Tunnel Insulation
GPD	Folding Trailer Tow Mirrors
MXB	Front Air Dam
MXC	Front Bumper Sight Shields
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
SHA	Front Stabilizer Bar
TBB	Full Size Spare Tire
Z8A	GVW Rating - 10300#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
NMC	Heavy Duty Engine Cooling
MW5	Hemi Badge
LA6	Incandescent Taillamps
JAT	Instrument Cluster w/Display Screen
JBF	Instrument Panel Black Bezel
X81	Instrument Panel Parts Module
XJJ	Locking Tailgate
TCN	LT275/70R18E BSW All Season Tires
DK1	Man Shift-On-The-Fly Transfer Case
JP8	Manual Adjust Seats
JE8	Manual Door Locks
JF8	Manual Windows
RS6	Media Hub (USB, Aux)
CUM	Mini Floor Console
APA	Monotone Paint
NZD	Next Generation Engine Controller
XA8	Non Adjustable Pedals
XAC	ParkView Rear Back-up Camera
XBS	Pickup Box
JKY	Power Accessory Delay
SBE	Power Steering
RA1	Radio 3.0
MT7	Ram 3500 Badge
MGA	Ram's Head Badge
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
GNA	Rear View Day/Night Mirror
RSX	Remote USB Port

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	**Description**
GN4	RR View Auto Dim Mirror w/Display
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
AR9	Single Rear Wheel Group
WL1	Single Rear Wheels
NHM	Speed Control
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XBT	Tire Pressure Information System
XEA	Tow Hooks
LEG	Trailer Tow Mirrors
XFU	Trailer Tow w/4-Pin Connector Wiring
CV3	Urethane Shift Knob
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
4ZB	Vendor Painted Cargo Box Tracking

JOB-RATING WORKSHEET

Customer Name	: Jeffrey Lovingood - Escambia County Fire Department		
Address	: 231 Palafox Place, Pensacola, Florida 32502	*Phone*	: (850) 595-4953

Contain

Passenger Weight Including Driver (est. 150 lb / occupant)			400	lb
Cargo Weight, including personal luggage (cargo dimensions)		+	0	lb
Options weight (Factory, Dealer, or Customer installed)		+	125	lb
Conventional Trailer GTWR: 17,480 lb	*Tongue weight (10% - 15%)* *Maximum 500 lb / Class III*			
	Maximum 1,045 lb / Class IV (RAM 1500)			
	Maximum 1,200 lb / Class IV (2500/3500) ...	+	2,272	lb
5th Wheel / Gooseneck Trailer GTWR: 0 lb	*Trailer Tongue Weight (15% - 25%)*	+	0	lb
TOTAL PAYLOAD		=	2,797	lb

Is 4-Wheel Drive Necessary? YES [X] NO [ ]

Truck Model Selected: 2018 Ram 3500 Regular Cab SRW 4x4 w/8'0" Bed, 6.7L Cummins, 68RFE Trans, 3.42 Axle Ratio *GCWR* 25,300
(e.g., Regular or Quad Cab, Trim Level, 4x2 or 4x4, Short or Long Bed)

Support

Vehicle GVWR (Gross Vehicle Weight Rating)			11,500	lb	
Curb Weight of Selected Truck			7,288	lb	
Add Total Payload		+	2,797	lb	
TOTAL GROSS VEHICLE WEIGHT (GVW)		=	10,085	lb	87.70%

WARNING: GVW must be less than GVWR. If GVW > GVWR Truck is OVERLOADED!

GCWR (Gross Combined Weight Rating - Trailer Towing)

Gross Vehicle Weight (GVW) from previous line			10,085	lb	
Subtract Tongue or King Pin weight from GVW		-	2,272	lb	
Net GVW (without any trailer weight)		=	7,813	lb	
Add Maximum Allowable Trailer Weight (GTWR)		+	17,480	lb	
TOTAL GROSS COMBINATION WEIGHT (GCW)		=	25,293	lb	99.97%

WARNING: GCW must be less than GCWR. If GCW > GCWR, the Truck is OVERLOADED!

Move

Determine available drivetrain combinations:

	Minimum	*Option #1*	*Option #2*	*Option #3*
GCWR / GVWR				
Engine				
Transmission				
Axle Ratio				

Recommended drivetrain:

Customer Signature : *Date :*

2018 Ram 3500 Trailer Towing Chart J1 SAE J2807 Compliant

Engine	Trans.	Axle Ratio	GVWR	Payload	Base Weight			GAWR		GCWR	Max. Trailer Weight Rating
					Total	Front	Rear	Front	Rear		
REGULAR CAB, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	10,300	3,930	6,370	3,691	2,680	5,250	7,000	18,400	11,560
5.7L V8 HEMI	A6 66RFE	4.10	10,300	3,930	6,370	3,691	2,680	5,250	7,000	20,400	13,560
6.4L V8 HEMI	A6 66RFE	3.73	10,400	3,920	6,480	3,747	2,734	5,500	7,000	19,900	12,950
6.4L V8 HEMI	A6 66RFE	4.10	10,400	3,920	6,480	3,747	2,734	5,500	7,000	22,900	15,950
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	11,500	4,170	7,332	4,553	2,779	6,000	7,000	24,300	16,500
6.7L CUMMINS DIESEL	A6 68RFE	3.42	11,500	4,210	7,288	4,517	2,771	6,000	7,000	25,300	17,540
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	11,500	4,060	7,435	4,627	2,808	6,000	7,000	25,300	17,390
REGULAR CAB, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	6,510	6,790	3,757	3,032	5,500	9,750	19,900	12,640
6.4L V8 HEMI	A6 66RFE	4.10	13,700	6,910	6,790	3,757	3,032	5,500	9,750	23,400	16,140
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	6,300	7,697	4,583	3,114	6,000	9,750	24,300	16,130
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	6,300	7,697	4,583	3,114	6,000	9,750	26,300	18,130
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	6,350	7,653	4,547	3,106	6,000	9,750	25,300	17,180
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	6,350	7,653	4,547	3,106	6,000	9,750	27,300	19,180
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	6,350	7,653	4,547	3,106	6,000	9,750	30,300	22,180
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	6,200	7,800	4,658	3,143	6,000	9,750	29,300	21,030
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	6,200	7,800	4,658	3,143	6,000	9,750	33,800	25,530
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	6,200	7,800	4,658	3,143	6,000	9,750	39,100	30,830
CREW CAB SHORT BOX, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	10,700	3,970	6,732	3,858	2,873	5,250	7,000	18,400	11,200
5.7L V8 HEMI	A6 66RFE	4.10	10,700	3,970	6,732	3,858	2,873	5,250	7,000	20,400	13,200
6.4L V8 HEMI	A6 66RFE	3.73	10,800	3,990	6,808	3,900	2,908	5,500	7,000	19,900	12,620
6.4L V8 HEMI	A6 66RFE	4.10	10,800	3,990	6,808	3,900	2,908	5,500	7,000	22,900	15,620
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	11,700	3,880	7,818	4,805	3,013	6,000	7,000	24,300	16,010
6.7L CUMMINS DIESEL	A6 68RFE	3.42	11,700	3,930	7,774	4,768	3,006	6,000	7,000	25,300	17,060
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	11,700	3,780	7,921	4,881	3,040	6,000	7,000	25,300	16,910
CREW CAB LONG BOX, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	11,300	4,390	6,909	4,006	2,903	5,250	7,000	18,400	11,020
5.7L V8 HEMI	A6 66RFE	4.10	11,300	4,390	6,909	4,006	2,903	5,250	7,000	20,400	13,020

6.4L V8 HEMI	A6 66RFE	3.73	11,400	4,410	6,988	4,044	2,944	5,500	7,000	19,900	12,440
6.4L V8 HEMI	A6 66RFE	4.10	11,400	4,410	6,988	4,044	2,944	5,500	7,000	22,900	15,440
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	12,300	4,420	7,880	4,876	3,003	6,000	7,000	24,300	15,950
6.7L CUMMINS DIESEL	A6 68RFE	3.42	12,300	4,460	7,836	4,839	2,997	6,000	7,000	25,300	16,990
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	12,300	4,320	7,983	4,956	3,027	6,000	7,000	25,300	16,850
CREW CAB LONG BOX, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	5,970	7,328	4,070	3,258	5,500	9,750	19,900	12,100
6.4L V8 HEMI	A6 66RFE	4.10	14,000	6,670	7,328	4,070	3,258	5,500	9,750	23,400	15,600
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	5,790	8,211	4,892	3,319	6,000	9,750	24,300	15,620
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	5,790	8,211	4,892	3,319	6,000	9,750	26,300	17,620
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	5,830	8,167	4,855	3,313	6,000	9,750	25,300	16,660
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	5,830	8,167	4,855	3,313	6,000	9,750	27,300	18,660
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	5,830	8,167	4,855	3,313	6,000	9,750	30,300	21,660
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	5,690	8,314	4,971	3,343	6,000	9,750	29,300	20,520
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	5,690	8,314	4,971	3,343	6,000	9,750	33,800	25,020
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	5,690	8,314	4,971	3,343	6,000	9,750	39,100	30,320
MEGA CAB, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	11,300	4,250	7,050	4,054	2,996	5,250	7,000	18,400	10,880
5.7L V8 HEMI	A6 66RFE	4.10	11,300	4,250	7,050	4,054	2,996	5,250	7,000	20,400	12,880
6.4L V8 HEMI	A6 66RFE	3.73	11,400	4,190	7,208	4,111	3,097	5,500	7,000	19,900	12,220
6.4L V8 HEMI	A6 66RFE	4.10	11,400	4,190	7,208	4,111	3,097	5,500	7,000	22,900	15,220
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	12,300	4,180	8,122	5,013	3,109	6,000	7,000	24,300	15,710
6.7L CUMMINS DIESEL	A6 68RFE	3.42	12,300	4,220	8,078	4,976	3,102	6,000	7,000	25,300	16,750
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	12,300	4,070	8,225	5,091	3,134	6,000	7,000	25,300	16,600
MEGA CAB, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	5,840	7,456	4,098	3,358	5,500	9,750	19,900	11,970
6.4L V8 HEMI	A6 66RFE	4.10	14,000	6,540	7,456	4,098	3,358	5,500	9,750	23,400	15,470
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	5,570	8,430	4,952	3,478	6,000	9,750	24,300	15,400
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	5,570	8,430	4,952	3,478	6,000	9,750	26,300	17,400
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	5,610	8,387	4,915	3,471	6,000	9,750	25,300	16,440
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	5,610	8,387	4,915	3,471	6,000	9,750	27,300	18,440
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	5,610	8,387	4,915	3,471	6,000	9,750	30,300	21,440
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	5,470	8,534	5,030	3,503	6,000	9,750	29,300	20,300
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	5,470	8,534	5,030	3,503	6,000	9,750	33,800	24,800
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	5,470	8,534	5,030	3,503	6,000	9,750	39,100	30,100

1. Payload and Max Trailer Weights are ESTIMATED values
2. All values are shown in pounds unless otherwise stated
3. Payload and Max Trailer Weight values are rounded to the nearest 10 lbs
4. Payload = GVWR - Base Weight
5. GAWRs, GVWRs, and GCWRs should never be exceeded
6. Recommended tongue weight determined by class hitch receiver and hardware limits of upfit
7. Upfit or Aftermarket equipment weight not included in Base Weight

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15734 **County Administrator's Report 14. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Amendment for Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Amendment of Agreement between Escambia County, Florida, and Baskerville-Donovan, Inc., for PD 17-18.061, Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key, amending the Agreement approved by the Board on January 24, 2019, as follows:

WHEREAS, the County previously entered into an Agreement for Professional Consulting Services (PD 17-18.061) with the Consultant for a Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key (hereinafter referred to as the "Project"); and

WHEREAS, the parties have agreed to amend the Agreement to expressly incorporate the terms of the Notice of Award for Federal Financial Assistance from the Gulf Coast Restoration Trust Fund established pursuant to the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 ("RESTORE Act"); and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises

and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to include the following provisions:
This Project shall be completed in accordance with the terms of the Notice of Award for Federal Financial Assistance (Grant No. 1RDCGR080048-01-00) and the corresponding RESTORE Act Financial Assistance Standard Terms and Conditions, Programmatic Terms and Conditions, and Special Award Conditions (hereinafter referred to as the *"Federal Award")*, attached hereto and incorporated herein as **Exhibit D**. The Consultant acknowledges that it has received a copy of the Federal Award, attached hereto as **Exhibit D**, and shall comply with all applicable provisions therein.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[Funding: Fund 118, Gulf Coast Restoration, Cost Center 222020, Object Code 53101, Project RDC80048]

BACKGROUND:

January 24, 2019, the Board awarded a Lump Sum Contract to Baskerville-Donovan, Inc., per PD 17-18.061, Universal Access Plan for County Facilities and Parks Pensacola Beach and Perdido Key, in the amount of $300,000.

Project Universal Access is one of ten projects selected by the Board of County Commissioners for inclusion in the 2016-17 RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan (MYIP). The intent of the project is to identify universal public access deficiencies on Pensacola Beach and Perdido Key, develop a universal access plan, and design priority projects identified in the plan. Deficiencies will be identified through a survey of existing County facilities, parks, and infrastructure. The evaluations and community stakeholder outreach targeting

disabled citizens will be utilized to rank and recommend priority projects in the universal access plan. Priority projects deemed feasible by the County and usable by community stakeholders will be designed to meet and exceed ADA Standards of Accessible Design, U.S. Access Board Recreational Guidelines, Florida Accessibility Code, and the Federal Highway Administration and Florida Department of Transportation Design Standards.

Requests for Letters of Interest, PD 17-18.061, Universal Access Plan for County Facilities and Parks Pensacola Beach and Perdido Key were publicly noticed on July 2, 2018 to sixty-seven firms. Responses were received from two firms on July 31, 2018. The Selection/Negotiation Committee ranked in the following order:

1. Baskerville-Donovan, Inc.
2. TOWNES + architects, P.A.

Actual Fees were negotiated with Baskerville-Donovan, Inc. as required by F.S. 287.055 on December 5, 2018 for an agreed upon amount of $300,000.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Coast Restoration, Cost Center 222020, Object Code 53101, Project RDC80048

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment to the Agreement has been approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL,1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement and Purchase Order.

Attachments

Amendment of Agreement

AMENDMENT OF AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES (PD 17-18.061)

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Baskerville-Donovan, Inc., a Florida for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 59-0857184, whose principal address is 449 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the County previously entered into an Agreement for Professional Consulting Services (PD 17-18.061) with the Consultant for a Universal Access Plan for County Facilities and Parks on Pensacola Beach and Perdido Key (hereinafter referred to as the "Project"); and

WHEREAS, the parties have agreed to amend the Agreement to expressly incorporate the terms of the Notice of Award for Federal Financial Assistance from the Gulf Coast Restoration Trust Fund established pursuant to the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 ("RESTORE Act"); and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to include the following provisions:

> This Project shall be completed in accordance with the terms of the Notice of Award for Federal Financial Assistance (Grant No. 1RDCGR080048-01-00) and the corresponding RESTORE Act Financial Assistance Standard Terms and Conditions, Programmatic Terms and Conditions, and Special Award Conditions (hereinafter referred to as the *"Federal Award")*, attached hereto and incorporated herein as **Exhibit D**. The Consultant acknowledges that it has received a copy of the Federal Award, attached hereto as **Exhibit D**, and shall comply with all applicable provisions therein.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 2-22-19

CONSULTANT: **BASKERVILLE-DONOVAN, INC.**

_____
Corporate Secretary

By: _____
Fred C. Donovan, President

[SEAL]

Date: _____

1. DATE ISSUED MM/DD/YYYY	2. CFDA NO.	3. ASSISTANCE TYPE
02/26/2018	21.015	Formula Grant

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

4. GRANT NO.	5. ACTION TYPE
1 RDCGR080048-01-00 Formerly	New

6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	03/01/2018	Through	02/28/2021

7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	03/01/2018	Through	02/28/2021

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
Planning Assistance for the Development of the Universal Public Access Plan

9a. GRANTEE NAME AND ADDRESS
Escambia County Board of County Commissioners
221 Palafox Pl Ste 140
Pensacola, FL 32502-5833

9b. GRANTEE PROJECT DIRECTOR
Mr. Matt Posner
221 PALAFOX PL STE 140
PENSACOLA, FL 32502-5833
Phone: 850-595-0820

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Taylor Kirschenfeld
221 PALAFOX PLACE
Natural Resources Management Department
PENSACOLA, FL 32502-5833
Phone: 850-595-1630

Electronically Signed 02/27/2018

10b. FEDERAL PROJECT OFFICER
Mr. John Stutts
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0239

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only	II	
II Total project costs including grant funds and all other financial participation		
a. Salaries and Wages	20,200.63	
b. Fringe Benefits	7,072.10	
c. Total Personnel Costs		27,272.73
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		0.00
h. Other		0.00
i. Contractual		300,000.00
j. TOTAL DIRECT COSTS →		327,272.73
k. INDIRECT COSTS		32,727.27
l. **TOTAL APPROVED BUDGET**		360,000.00
m. Federal Share		360,000.00
n. Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	360,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	360,000.00
13. Total Federal Funds Awarded to Date for Project Period	360,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)
See next page

AUTHORIZING OFFICIAL:

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	19. DUNS	20. CONG. DIST.
410001	1280188	596000598	075079673	01

	FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a.	Direct	b. RDCGR080048	c. **RDC**	d. $360,000.00	e.
22. a.		b.	c.	d.	e.
23. a.		b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 02/26/2018
GRANT NO. 1 RDCGR080048-01-00	

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 02/26/2018
GRANT NO. 1 RDCGR080048-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
03/01/2018	03/31/2018	Semi-Annual	04/30/2018
04/01/2018	09/30/2018	Semi-Annual	10/30/2018
10/01/2018	03/31/2019	Semi-Annual	04/30/2019
04/01/2019	09/30/2019	Semi-Annual	10/30/2019
10/01/2019	03/31/2020	Semi-Annual	04/30/2020
04/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	02/28/2021	Final	05/29/2021

RESTORE Act - SPECIAL AWARD CONDITIONS

1. **Special Condition 1:** An ASAP Maximum Draw Limit of $337,394.56 is in place for this award. The ASAP Maximum Draw Limit allows Escambia County to draw funds from ASAP for budgeted direct costs and indirect costs up to 3% of the total Direct Component award funds received for administrative costs, as this term is defined in 31 CFR § 34.2. This ASAP Maximum Draw Limit restricts withdrawal of funds from ASAP for non-administrative facilities-related indirect costs. Escambia County may request removal of the maximum draw limit in writing and upon submitting documentation supporting its classification of indirect costs as either administrative costs or facilities costs, as they are described in 31 CFR § 34.2 and 2 CFR § 200.414. Escambia County is required to distinguish in its Federal Financial Report (SF-425) submissions the portion of its indirect costs it is claiming as administrative costs from its non-administrative, facilities-related costs.

RESTORE Act - FUNDING AUTHORIZATION

1.

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NoA/Amendment*	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** *Line 12d of NoA/Amendment*	**Amount Authorized for ASAP Account this Action**	**Notes**
$360,000.00	$0.00	$360,000.00	$360,000.00	Initial Authorization, with Special Award Condition and maximum draw limit of $337,394.56 per SAC #1

AWARD ATTACHMENTS

Escambia County Board of County Commissioners

1 RDCGR080048-01-00

1. Approved Scope of Work
2. RESTORE ACT Standard Terms and Conditions -- August 2017

RESTORE Act Direct Component Application Narrative
Department of the Treasury

OMB Approval No. 1505-0250

The Direct Component Funding Opportunity Announcements describe in detail the content and information required for your narrative. Please refer to the relevant Funding Opportunity Announcement when completing this form.		
GENERAL INFORMATION: (This section must be completed)		
Applicant Name:		
Point of Contact (POC) for this Application:	POC Name:	Escambia County
	POC Title:	J. Taylor "Chips" Kirschenfeld
	POC Email:	Director, Natural Resources Management
	POC Phone:	850-595-1630
Descriptive Title of Applicant's Project: (refer to SF 424)		Planning Assistance for the Universal Public Access Plan
Activity Title from Multiyear Plan Matrix, Column #6		
Funding Opportunity Announcement #:		

A. STATUTORY QUESTIONS			
1. Qualifying eligible activity: Please select the primary eligible activity in the first column, and select all other eligible activities that apply in the second column.	Select Primary Activity	Select All Others That Apply	Qualifying Eligible Activity
	○	☐	1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region
	○	☐	2. Mitigation of damage to fish, wildlife and natural resources
	○	☐	3. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
	○	☐	4. Workforce development and job creation
	○	☑	5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
	○	☐	6. Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
	○	☐	7. Coastal flood protection and related infrastructure
	●	☐	8. Planning assistance
	○	☐	9. Promotion of tourism in the Gulf Coast Region, including recreational fishing
	○	☐	10. Promotion of the consumption of seafood harvested from the Gulf Coast Region

2. Was this proposed activity included in any claim for compensation paid out by the Oil Spill Liability Trust Fund after July 6, 2012? **If "Yes," this activity is not eligible for a Direct Component grant.**		Yes ○ No ●
3. Location **(a)** Please provide the actual location for the activity as street address, nearest intersection, or note boundaries on a submitted map. If there is more than one location for the activity, attach a list of the additional locations, city/town, county/parish, state, and zip code.	Location:	221 Palafox Place
	City/Town:	Pensacola
	County/Parish:	Escambia County
	State:	Florida
	Zip code:	32502
(b) Describe how the proposed activity will be carried out in the Gulf Coast Region as defined in 31 CFR 34.2. Attach a map to support your response.		

All tasks in the proposed activity scope are limited to the geographic boundaries of Escambia County, Florida. Escambia County is located in Northwest Florida in the Gulf Coast Region. The scope includes planning and design for the Universal Public Access Plan, specific to Escambia County. Parks assessed will primarily be located on Pensacola Beach (Santa Rosa Island) and Perdido Key and County owned shoreline parks in unincorporated Escambia County.

B. DISCUSSION OF SPECIFIC ACTIVITY
IF APPLICABLE, PLEASE FOLLOW SPECIFIC DIRECTIONS FOR NON-FEDERAL SHARE OF ANOTHER FEDERALLY FUNDED ACTIVITY and ACTIVITIES APPROVED PRIOR TO JULY 6, 2012 IN THE DIRECT COMPONENT APPLICATION GUIDANCE.

1. Proposed Scope of Work

(a) Directions: Provide a detailed scope of work that fully describes the project or program for which funding is requested, including:

- Need, purpose, and objectives;
- How the project/program meets the identified primary activity designated in A1;
- Specific tasks, milestones and related timeframes (also captured in Milestones Report); and
- Description of all funding sources included on the SF-424.

Projects designed to protect or restore natural resources must be based on best available science. Include a description of the methods to be used to achieve the protection or restoration objective(s). (Also complete Question B.6.)

NEED: According to the latest U.S. Census data, there are 56.7 million people in the United States with a disability. The Center for Independent Living Disability Resource Center estimates 54,000 persons with disabilities reside in Escambia County, and 10.4% of Escambia County's population with a disability are under the age of 65. A lack of adequate disabled public access locations at boat ramps, parks, education trails, and Gulf of Mexico beaches exists in Escambia County. While all new improvements must meet the latest ADA Standards, many of the older public facilities and infrastructure do not meet the needs and desires of disabled persons today. There is a need to update and enhance public infrastructure before the county can effectively market Escambia County to disabled tourists.

PURPOSE: To develop a needs assessment outlining priorities and projects recommended by community stakeholders to enhance public access amenities for disabled persons which will be used to recommend future construction projects to effectively promote Escambia County as a disability friendly destination.

OBJECTIVE: Planning assistance that will lead to infrastructure benefiting the economy.

FUNDING SOURCES: This project will be completely funded by Direct Component funds.

SCOPE OF WORK:
Escambia County will plan and design the Universal Public Access Plan in accordance with the Direct Component under the RESTORE Act and in compliance with the RESTORE Act, Treasury regulations and all applicable rules and laws. The Universal Public Access Plan is a planning assistance activity that will evaluate public infrastructure, including facilities, in Escambia County for compliance with Americans with Disabilities Act (ADA) Standards to identify enhancement opportunities to meet the needs and desires of citizens with disabilities by upgrading existing infrastructure, including facilities.

An evaluation of public access locations will include public parks, trails, and boardwalks on Pensacola Beach, Perdido Key, and shoreline parks in Escambia County. Subsequently, a needs assessment will be produced resulting from the evaluation and input from stakeholders in the community. Citizens, specifically disabled citizens, will provide input to identify amenities and priorities to include in the needs assessment and future implementation by Escambia County and partner community organizations. The needs assessment will identify priorities where enhanced amenities can be included in existing public infrastructure and facilities to enable marketing Escambia County as a destination for disabled tourists to enhance the economy. Example amenities include multisensory educational kiosks, dune walkovers with observation decks, beach mat access to the Gulf of Mexico, chemical sensory standards, and restroom/parking facilities.

Development of the project consists of five tasks/milestones, as follows:

Timeline:

1.	Selection of Contractor	Feb. 2018 – July 2018
2.	Evaluation Plan	Aug. 2018 – Jan. 2019
3.	Public Stakeholder Meetings	Aug. 2018 – July 2020
4.	Draft Universal Access Master Plan	Feb. 2019 – July 2020
5.	Finalization of Master Plan and Associated Work	Aug. 2020 – Jan. 2021

Task 1. Selection of Contractor
This task will include solidifying a scope of work, releasing the request for qualifications (RFQ), selection of the contractor, and entering into a contract. 2 CFR 200 contract provisions will be included in all contract and subcontract agreements.

This task will take approximately six months.

Task 2. Evaluation Plan
This task will evaluate public access locations on Pensacola Beach, Perdido Key, and shoreline parks in unincorporated Escambia County for compliance and compatibility with the Americans with Disability Act 2010 Design Standards. The evaluation will:

a) Inventory Site Conditions
   The evaluation plan will establish baseline conditions of existing public access locations by inventorying current site conditions. The evaluation will inventory publicly owned property, enhancements, and equipment for:
   a. Obstructions- Obstacles and protruding elements in the path of travel.
   b. Signage- Non-identification of access routes and accessible facilities; illegible signs.
   c. Pathways- Inconvenient or dangerous interruptions in the path of travel.

d. Curb Ramps- Improperly designed transition or lack of transition between the curb and the street at pedestrian crossings.
e. Pedestrian Crossings- Uneven surface; lack of guide markers.
f. Parking- No allocation of parking space for the disabled.
g. Ramps- Inaccessible routes due to differences in level; steep and/or long ramps with no resting landings.
h. Restrooms- Insufficient space inside a restroom; poor design of fixtures and fittings.

b) Identify Deficiencies
The evaluation will qualify and quantify deficiencies as they relate to:

1) Compliance with the Americans with Disabilities Act 2010 Design Standards
   a. Are approaches/routes clear and accessible?
   b. Are parking areas and restroom facilities accessible?
   c. Are enhancement and equipment materials safe and accessible?
2) Public access considered usable by disabled community
   a. Are the needs of the disabled community being met?
   b. Are public access locations unusable by one or more of the five disabled groups due to a lack of access?
      i. Wheelchair users
      ii. People with limited walking abilities
      iii. The sightless
      iv. The partially sighted
      v. The hearing impaired

This task will take approximately six months.

Task 3. Public Stakeholder Meetings
Public stakeholder meetings will play an integral role to the project as it relates to the disabled community, residents, and visitors at large. Stakeholders include but are not limited to residents, tourism groups, disabled advocacy groups, businesses, and local agencies. A trained facilitator will guide the development of goals and objectives to assure stakeholders that concerns, constraints, and other opportunities are fully recognized and addressed. Once agreement is reached on the alternatives to be pursued, the design process can proceed. These meetings will be held through the duration of the project. The selected contractor will oversee three public meetings. It is expected that a meeting will be held during the evaluation process, conceptual design, and one other time. Escambia County staff will hold additional meetings as needed.
This task will take approximately 24 months over the duration of the project.

Task 4. Draft Universal Public Access Master Plan
The selected contractor will meet with Escambia County staff to coordinate the Master Plan. The design will be based on the evaluation findings (Task 2) and stakeholder input (Task 3). The Master Plan will identify ADA enhancement opportunities and design such enhancements at public access locations on Pensacola Beach, Perdido Key, and unincorporated Escambia County.

a) Goals: The Master Plan will be based on the following goals:
   1. Plan and design ADA compliant enhancements at existing public access locations
   2. Plan and design enhancements to meet the needs of the disabled community at existing public access locations

   Project goals will be achieved by developing a Master Plan that:

- Develops design and cost estimates for enhancements
- Prioritizes projects
- Develops an implementation plan
- Identifies funding sources
- Develops an implementation schedule based on funding availability
- Updates the Master Plan as required

b) Design: This subtask includes plan development. The contractor will produce 30, 60, and 100 percent plan specifications for review and approval by the County. Design will be based on the goals as outlined in Task 4 (a).

c) Project Prioritization: This subtask will prioritize identified projects for implementation. Prioritization will be based on public input, evaluation plan outcomes, and funding availability.

This task will take approximately 18 months.

Task 5. Finalization of Design Package and Associated Work
This task will include packaging the final design plans and associated work to have a completed Master Plan for Universal Public Access.

a) Contractor Deliverables: This sub-task includes the contractor producing the final design package to Escambia County to include 100% design plans and associated work referenced in the above tasks.

b) RESTORE Staff Deliverables: This sub-task includes the project manager producing the final documents including the Best Available Science Review, the Evaluation of Current Local Ordinances and Recommended Updates, and the Success Criteria.

c) Identify Funding Sources: This sub-task includes exploring potential funding sources for projects identified within the plan. ~~This may include grant writing to apply for leveraging grants~~ to fund the implementation of the projects within the finalized plan.

d) Grant Management: This sub-task includes the necessary steps to manage the grant award, such as reporting and closeout, with the U.S. Treasury and will be completed internally.

The selected contractors will meet with Escambia County staff regularly to ensure the project goals are being met. Additionally, the Escambia County RESTORE Program Manager will ensure the project continues to meet the RESTORE Act, U.S. Treasury, and 2CFR 200 rules, regulations, and policies. The Environmental Project Coordinator will be responsible for managing the project for Escambia County and sending progress reports to the U.S. Treasury and Escambia County Board of County Commissioners.

This task will take approximately six months.

(b) If the proposed project is part of a larger project outside the scope of this application, describe the larger project and the proposed project's relationship to it.

This project is planning and design of the Universal Public Access Plan. Future projects include implementation of projects identified within the plan. The 2016-17 MYIP outlines that only planning and design will be funded for this MYIP cycle.

2. Budget Justification (See OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
Directions: Explain in detail how the proposed budget supports the proposed scope of work. The budget justification should relate each budget category listed in the SF-424A and SF-424C to the specific tasks discussed in the response to B1. Provide specific justification for ALL budget categories that apply, including an explanation of the necessity, allowability, reasonableness, and allocability of proposed costs. Please refer to the relevant Funding Opportunity Announcement for descriptions of the budget categories.

Direct Component: Will fund planning and design of the Universal Public Access Plan.
Other Funding: N/A

Funding Categories:

Personnel and Fringe Total: $27,272.73
The following positions will be County employee positions. Escambia County has a 35% fringe rate:

Environmental Project Coordinator - The Environmental Project Coordinator is responsible for direct oversight and administration of tasks 1-5 and the planning and design of the Universal Public Access Plan including document review and approval, attending regular coordination meetings, and presenting updates and decisions to the Board of County Commissioners. The Project Coordinator will also be responsible for making sure Escambia County is in compliance with the RESTORE Act and 2 CFR 200, documenting all tasks, and reporting and monitoring the grant. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required for the scope of work.

Hourly (156 weeks, estimate of 4.76 hours per week @ $22.48/hr) = $16,693.75
Fringe: $7.87/hr = $5,844.38
Environmental Project Coordinator Total - $22,538.13

RESTORE Program Manager – The RESTORE Program Manager is responsible for oversight of grant administration.
Hourly (156 weeks, estimate of 1.00 hour per week @ $22.48/hr) = $3,506.88
Fringe: $7.87/hr = $1,227.72
RESTORE Program Manager Total - $4,734.60

Equipment greater than $5,000: $0.00

Supplies Total: $0.00

Contractual Costs Total: $300,000.00
Escambia County will competitively procure contractual services for the Universal Public Access Master Plan. The selected contractor will be awarded the funds to carry out defined portions in Tasks 2-5.

Construction Costs Total: $0.00

Administrative/Indirect Costs Total: $32,727.27

Escambia County has consulted with and received a letter from the U.S. Department of Housing and Urban Development (HUD) approving an indirect cost rate agreement of 10% (attached). Therefore, 10% is being utilized to calculate the administrative/indirect costs based on the approved cost rate agreement between HUD and Escambia County.
Items to be paid for by the indirect cost excluding administrative costs include facilities, if approved for the 10% indirect cost rate (0.07%):

Indirect Costs (excluding admin costs): Application total ($) x 0.07 = $22,909.09
All other items (see in paragraph below) are to be charged to the 3% admin costs.

Administrative costs include time spent on oversight and accounting directly related to development of the Universal Public Access Plan for various staff at Escambia County, including the Department of Natural Resources Management Director, Department of Natural Resources Management Administrative Assistant, Water Quality and Land Management Division Manager, Marine Resources Division Manager, Public Information Officer, Finance Director, and Accounting Technician.

Admin Costs: Application total ($) x 0.03 = $9,818.18

Other RESTORE Act funds: $0.00

Other federal funds: $0.00

Other state or local funds: $0.00

Other private funds: $0.00

Total Request: $360,000.00

3. The Applicant's Selection and Oversight of Contractors, if applicable
Directions: Indicate if the applicant plans to contract out any work described under the Budget Justification (see B2) including construction. If so, the applicant must describe the following: (a) For State applicants:

N/A

(b) For non-State applicants:

- Nature of the work to be contracted out and the expected number of contracts to be awarded;
- Procurement method(s) allowable under 2 CFR 200.320 that will be used for the procurement of the contractor(s);
- Justification under 2 CFR 200.320(f) for sole source procurement, if applicable; and
- Applicant's plan for monitoring contractor performance and compliance.

If a contractor already has been selected, also include the following:

- Name of each contractor;
- DUNS number of each contractor;
- Date the applicant executed each contract;
- Amount of each contract award;
- Procurement method allowable under 2 CFR 200.320 that was used for the procurement of each contract;
- Description of the procurement process, as implemented; and
- Justification under 2 CFR 200.320(f) for sole source procurement, if applicable.

Nature of Work: It is expected that only one contract will be awarded. The scope of work to be contracted out will include the planning and design of the Universal Public Access Plan. It will include tasks such as site evaluations, ADA best management practices, regular coordination meetings, conceptual rendering, and drafting designs.

Procurement Methods: The Escambia County Procurement Policies and Procedures can be found here: https://myescambia.com/our-services/purchasing/purchasing-policies-and-procedures. All policies and procedures are compliant with 2 CFR 200 and have been verified by auditors from the U.S. Treasury ORG. All policies and procedures are compliant with 2 CFR 200 and have been verified by auditors from the U.S. Treasury ORG. This contract will be competitively procured as outlined in 2 CFR 200.320 (d).

Contractor Monitoring Plan: The Environmental Project Coordinator will be responsible for monitoring the contractor's performance and compliance. The Project Coordinator will ask for weekly updates and monthly written reports with the contractor. It is expected that the Environmental Project Coordinator and contractor will work together on many tasks.

4. The Applicant's Selection and Oversight of Subrecipients and Inclusion of Special Provisions relating to Subawards, if applicable
Directions: Indicate whether the applicant plans to issue subawards for activities proposed in this application. If so, the applicant must provide ALL of the following: • Description of how the applicant selected or plans to select subrecipient(s); • Description of the applicant's subrecipient monitoring and management plan that implements the requirements for pass-through entities at 2 CFR 200.331; and • The means by which the applicant will assess each subrecipient's level of risk and monitor each subrecipient's progress, including any required reports. If a subrecipient already has been selected, also include the following: • Name of each subrecipient; • DUNS number of each subrecipient; • Date the applicant selected each subrecipient; and • Amount of funds to be provided to each subrecipient.

N/A

5. Public Input for this Proposed Activity
Directions: Describe how the applicant considered the meaningful public input from individuals, businesses, Indian tribes, and nonprofit organizations relating to this proposed project, including input received during the preparation of the Multiyear Plan.

Escambia County, in accordance with the RESTORE Act, solicited broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations during a 45-day public comment period for the 2016-17 MYIP from June 5th to July 19th 2017. A total of 349 comments were received via telephone, in-person, email, mail, and through the County website at www.myescambia.com/restore. This website includes the 349 public comments and full report. A public Kickoff Meeting was widely advertised and held on June 5, 2017 at the Escambia County Central Office Complex. A summary of the public comments indicated no major concerns with the Universal Public Access Plan project and most were supportive or neutral.

Major Concerns and Responses: Public comments received relating to the Universal Public Access Plan were mostly supportive or neutral. There were concerns related to the master plan budget and spending limited funds to create a master plan without committing implementation funding. Investing in a review of current park conditions and potential future sites and development of a master plan will create shovel-ready projects that greatly enhance the County's ability to acquire and leverage funding. If proper planning is not done, then efficiency would be reduced, and the ability to incorporate public input and ideas would be greatly reduced or lost.

The Escambia County Board of County Commissioners has reviewed public comments and on September 7, 2017 authorized staff to submit the MYIP without modification to the U.S. Department of Treasury.

6. Best Available Science, if applicable

Directions: If the answer to the following question is "yes" complete this section. Is the proposed activity designed to protect or restore natural resources? Yes ○ No ○

The RESTORE Act requires activities designed to protect or restore natural resources to be based on the 'best available science,' which is defined in the Act as science that (a) maximizes the quality, objectivity, and integrity of information, including statistical information; (b) uses peer-reviewed and publicly available data; and (c) clearly documents risks and uncertainties in the scientific basis for such projects.

The applicant must make a determination that a project designed to protect or restore natural resources is based on the best available science. In order to support this determination, the applicant must clearly state the protection or restoration objective(s) of the project, describe the methods that will be used to achieve the objective(s), and explain how these methods are based on best available science. The response must be sufficiently detailed for Treasury to evaluate the reasonableness of the applicant's determination that the project is based on best available science. In addressing the three.pronged test in the definition of 'best available science,' the applicant must cite, when available, peer.reviewed, objective, methodologically sound literature sources that support the conclusion that the proposed scope of work is an effective way to achieve the stated objectives.

For each literature source cited, the applicant must provide sufficient citations, including:

- Title;
- Journal in which the literature source appeared, if applicable;
- Publication date;
- Author(s); and
- Web address if downloaded or available online.

The applicant must provide written answers to all of the following:
(Submission of source materials will not satisfy the requirements for answering this question.)

- A summary of the peer-reviewed information that justifies the proposed objectives, including methods used for the proposed activity. If peer-reviewed literature sources are unavailable, the applicant must explicitly state this and provide a brief explanation of what alternative scientific information sources were used. If the applicant relied on publicly available data, the applicant must cite the source of the data, the date of collection, and the size of the data set. Whenever possible, the applicant should use publicly available data from sources such as state agencies and federal agencies, for example the U.S. Census Bureau, U.S. Fish and Wildlife Service, Environmental Protection Agency, National Oceanic and Atmospheric Administration. The applicant must provide a link to each publicly available data source used.

- A summary of the literature sources' conclusions and any uncertainties or risks in the scientific basis that would apply to the proposed activity, including any uncertainties or risks that were identified by the public or by a Gulf Coast Ecosystem Restoration Council member.

- A summary of how the applicant's methods reasonably support and are adaptable to Gulf Coast Region if the information supporting the proposed activity does not directly pertain to the Gulf Coast Region.

- A summary of an evaluation of uncertainties and risks in achieving the project's best available science objectives over the longer term; e.g., is there an uncertainty or risk that in 5-10 years the project/program will be obsolete or not function as planned given projections of sea level rise or other environmental change such as in freshwater inflows to estuaries?

N/A – Planning Assistance

7. Key Personnel
Directions: Key personnel should include the applicant's Authorizing Official who is authorized to sign the grant application and award, the Project Director who is responsible for the project, and the Financial Officer who is responsible for maintaining the accounting and financial records of the grant. The Direct Component Standard Terms and Conditions require the applicant to notify Treasury if there are any changes in key personnel.

Name: J. Taylor "Chips" Kirschenfeld
Role: Authorizing Official
Title: Director, Natural Resources Management Department, Escambia County
Responsibilities: Reviews, approves and signs grant applications, awards, and amendments.

Name: Amy Lovoy
Role: Authorizing Official (Alternate)
Title: Assistant County Administrator, Escambia County
Responsibilities: Reviews, approves and signs grant applications, awards, and amendments as needed.

Name: Susan Holt
Role: Financial Officer
Title: Accounting Manager, Natural Resources Management Department, Escambia County
Responsibilities: Maintains accounting and financial records of the grant.

Name: Matt Posner
Role: Project Director
Title: RESTORE Program Manager, Escambia County
Responsibilities: Oversight of the grant as well as assisting the RESTORE Project Coordinator to complete tasks in compliance with 2 CFR 200 and the RESTORE Act.

Name: To be determined
Role: Project Coordinator
Title: RESTORE Project Coordinator, Escambia County
Responsibilities: Serves as project manager and oversees daily coordination and implementation of the tasks associated with the grant.

8. Consistency with the Applicant's Multiyear Plan
Directions: Describe whether the proposed scope of work differs from the corresponding project/program identified in the applicant's Multiyear Plan accepted by Treasury. If no differences exits, make an affirmative statement as to their consistency.

The project title "Project Universal Access" has been revised to "Universal Public Access Plan Project" to better reflect the intent of the project. This will result in no change to project outcomes or deliverables. The milestones/tasks have been slightly modified to better fit the project. This change will not result in any change to the project objectives.

9. Possible Material Risks to Implement and Maintain the Proposed Activity	
Directions: List the possible material risks, e.g., operational, legal, regulatory, budgetary, or ecological risks, with a brief discussion of mitigation strategies that the applicant may need to address in order to implement and/or maintain the proposed activity. If the applicant determines that there are no material risks to implement and maintain the proposed activity, then put "None" in the Risk column below.	
Risk	**Mitigation Strategy**

None anticipated - all planning activities.

10. Permits, Land Acquisition, Construction, and Relocation Assistance

Directions: Answer the following items concerning permits, construction, land acquisition, and relocation assistance, if applicable.

(a) Permits

Does the proposed activity require any federal, tribal, state, or local permits? For potential federal permits needed, see: https://www.permits.performance.gov/tools/federal-environmental-review-and-authorization-inventory

Yes ○ No ●

If yes, list the specific federal, tribal, state, or local permits required for this project and the status of the permits:

(b) Land Acquisition and Construction Activities

Will land be improved? Yes ○ No ● If yes, answer questions i-vi

Will land or interest in land be acquired? Yes ○ No ● If yes, answer questions i-vii

i. What are the legal rights that will be acquired?

Fee Title ○ | Easement ○ | Other (please explain): ○

ii. If an easement, what is the life of the easement?

iii. Will the applicant hold title to the land? Yes ○ No ○

iv. What is the total acreage of the proposed property interest to be acquired (easement or fee title)?

v. Has the applicant obtained a recent certified appraisal of the property? Yes ○ No ○
If yes, attach a copy of the appraisal.

vi. Has the applicant obtained a recent title opinion or certificate? Yes ○ No ○
If yes, attach a copy of the title opinion or certificate.

vii. Attach a signed statement from the seller(s) that he/she is a willing seller and has not been coerced into selling or conveying the property interest.

viii. Attach the legal description of the property and the tax parcel number.

(c) **Relocation Assistance**

Will the proposed project cause the displacement of any persons, businesses, or farm operations? Yes ○ No ●
If yes, as required by Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, explain: the number of displaced persons, including businesses and farm operations; what fair and reasonable relocation payments and advisory services will be provided to any displaced persons; and what provisions will be made to ensure that safe, decent, and sanitary replacement dwellings will be available to such persons within a reasonable period of time prior to displacement.

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

August 2017

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

a. Administrative costs are defined at 31 C.F.R. § 34.2.

b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

b. Acquisition of land or interests in land.

2. Notifications

a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The DUNS Number of the entity;

iii. Location of the entity;

iv. Discipline or disciplines assigned to the Center of Excellence;

v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

a. The recipient is not required to contribute any matching funds.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

   i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

   ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

   iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

   iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.

c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period;

2) Summarize any key accomplishments, including milestones completed for the reporting period;

3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief

description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. <u>Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)</u>

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize

the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $120,000 in federal awards per year;

b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.

b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

   e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

   f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities**.**

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

   i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   ii. A change in the persons(s) influencing or attempting to influence; and/or

   iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. Requirements applicable to recipients that are states: When executing procurement

actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.

2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

b. Documentation to support an exemption for the project;

c. Documentation to support deferral for an exemption or IRB review; or

d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089Invasive Species, EO 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. <u>The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175</u>

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

   i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

   ii. Procure a commercial sex act during the period of time that this Award is in effect; or

   iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

   i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

   ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      A. Associated with performance under this Award; or

      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

   i. Associated with performance under this Award; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

   ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

   ii. Includes:

      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

      B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e*., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

   i. The total federal funding authorized to date under this Award is $25,000 or more; and

   ii. In the preceding fiscal year, the recipient received—

      1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

      2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. <u>Publications and Signage</u>

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. Foreign Travel

a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. Export Control

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Reporting Requirement

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury

determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

15. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

17. <u>Equal Opportunity Clause</u>

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15702 **County Administrator's Report 14. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Crockett Street & Crestfield Circle Drainage Improvements, Phase I
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Crockett Street and Crestfield Circle Drainage Improvements, Phase I - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 18-19.011, Crockett Street and Crestfield Circle Drainage Improvements, Phase I in the amount of $368,236.50.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other than Buildings; Project Number 19EN0535]

BACKGROUND:

The project involves the expansion of a regional stormwater pond called Blue Pit located west of Pine Forest Road and south of West Roberts Road in District 5.

Two construction phases will route stormwater from along Crockett Street and West Roberts Road to the Blue Pit pond to alleviate area flooding.

Phase 1 includes expanding the regional pond and providing an outfall structure. Phase 1 is expected to be complete 180 days from Notice To Proceed depending on weather and unforeseen conditions. A Drainage Easement and Temporary Work Easements have been obtained from property owners on the westside of Pine Forest Road for Phase 1.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on January 7, 2019 and January 14, 2019. A non-mandatory pre-solicitation conference was held on January 22, 2019. Eight firms were represented at that meeting. Bids were received from six contractors on February 6, 2019. Chavers Construction, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other than Buildings; Project Number 19EN0535

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, FORM D: Road/Drainage.

PERSONNEL:

All work associated with the 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:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, FORM D: Road/Drainage and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

CHAVERS CONSTRUCTION, INC.

FOR

PD 18-19.011, CROCKETT STREET & CRESTFIELD CIRCLE DRAINAGE IMPROVEMENTS, PHASE I

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Technical Specifications **[PUBLIC WORKS DEPARTMENT, Engineering Division, Escambia County Technical Specifications / February 01, 2015, Revised: May 17, 2017]**

Exhibit I/ Working Drawings / Plans prepared by Engineer and Identified as Follows:

[Crockett Street & Crestfield Circle Drainage Improvements Stormwater Drainage/ Sheet No. C001 – C030/February 2018]

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CHAVERS CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Chavers Construction, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 18-19.011, Crockett Street & Crestfield Circle Drainage Improvements, Phase I ("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:

Three Hundred Sixty-Eight Thousand Two Hundred Thirty-Six Dollars and Fifty Cents

$368,236.50

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, **$1,000.00** 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
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: **Crockett Street & Crestfield Circle Drainage Improvements Stormwater Drainage/Sheet No. C001 – C030/February 2018**
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:

Transportation & Traffic Operations
3363 West Park Place
Pensacola, Florida 32505
Attention: Jim Hagon, PE, PTOE, Program Manager

B. All correspondence with the Contractor will be addressed to the following:

Chavers Construction, Inc.
1795 Detroit Blvd.
Pensacola, Florida 32534
Attention: Ryan Chavers, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Chavers Construction, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____ By: _____

Amy Lovoy, Interim County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Chavers Construction, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: March 7, 2019

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.

If the Contract Amount is $200,000.00 or less, the following shall apply:

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.

If the Contract Amount is in excess of $200,000.00, the following shall apply:
After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

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 CD/DVD in digital format and/or photographs 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)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

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 and automobile 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: Paul R. Nobles, CPPO, CPPB, Purchasing Manager
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   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.

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.

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 18-19.011							
	Solicitation Name:	Crockett Street & Crestfield Circle Drainage Improvements, Phase I							
Bid Opening Time:	2:00 p.m. CST								
Bid Opening Date:	2/6/2019								
Bid Opening Location:	Rm 11.407								
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 Crimes	Bid Total
Panhandle Grading & Paving, Inc.		Y	Bond	Y	Y	Y	Y	Y	$443,243.60
Site and Utility, LLC		Y	Bond	Y	Y	Y	Y	Y	$417,598.40
Chavers Construction Inc.		Y	Bond	Y	Y	Y	Y	Y	$368,236.50
B&W Utilities, Inc.		Y	Bond	Y	Y	Y	Y	Y	$797,398.76
Gulf Atlantic Constructors, Inc.		Y	Bond	Y	Y	Y	Y	Y	$848,600.00
Roads, Inc. of NWF		Y	Bond	Y	Y	Y	Y	Y	$988,568.96

Bids Opened By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	2/6/2019	**Status:**	
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	2/6/2019	Recommended Award	
Bids Witnessed By:	Susan Kerr, Office Support Assistant	**Date:**	2/6/2019	**CAR Date:** 3/7/2019	**BOCC Date:** 3/7/2019

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 Chavers Construction Inc. per the terms and conditions of the above referenced project, in the amount of $368,236.50.

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.

Notes:

Posted: 4:45 p.m., CST, 2/15/2019

Form Completed By: EDW

CROCKETT STREET AND CRESTFIELD CIRCLE DRAINAGE IMPROVEMENTS - PHASE 1

PD 18-19.011

BID OPENING: FEBRUARY 6, 2019 2:00 PM

Bid Item No.	Bid Item Description	Quantity	Unit	Chavers Construction Inc.		Site and Utility LLC		Panhandle Paving and Grading		B&W Utilities Inc.		Gulf Atlantic Constructors Inc.		Roads, Inc. of NWF	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	$ 16,000.00	$ 16,000.00	$ 25,000.00	$ 25,000.00	$ 37,856.00	$ 37,856.00	$ 74,000.00	$ 74,000.00	$ 55,000.00	$ 55,000.00	$ 113,452.02	$ 113,452.02
2	Maintenance of Traffic	1	LS	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 15,800.00	$ 15,800.00	$ 5,000.00	$ 5,000.00	$ 4,370.00	$ 4,370.00	$ 33,766.63	$ 33,766.63
3	Clearing and Grubbing	5	AC	$ 6,300.00	$ 31,500.00	$ 6,000.00	$ 30,000.00	$ 5,000.00	$ 25,000.00	$ 9,500.00	$ 47,500.00	$ 17,950.00	$ 89,750.00	$ 24,867.43	$ 124,337.15
4	Remove and Replace Hogwire Fence	22	LF	$ 5.00	$ 110.00	$ 20.00	$ 440.00	$ 34.00	$ 748.00	$ 57.50	$ 1,265.00	$ 14.50	$ 319.00	$ 259.42	$ 5,707.24
5	Earthwork Excavation by Machine	28236	CY	$ 3.00	$ 84,708.00	$ 4.15	$ 117,179.40	$ 5.25	$ 148,239.00	$ 13.11	$ 370,173.96	$ 11.50	$ 324,714.00	$ 9.71	$ 274,171.56
6	Earthwork Excavate, Haul, and Install, On-site	3700	CY	$ 1.00	$ 3,700.00	$ 4.50	$ 16,650.00	$ 1.35	$ 4,995.00	$ 3.17	$ 11,729.00	$ 10.00	$ 37,000.00	$ 4.45	$ 16,465.00
7	18" MES 1:4	2	EA	$ 1,250.00	$ 2,500.00	$ 900.00	$ 1,800.00	$ 1,250.00	$ 2,500.00	$ 1,265.00	$ 2,530.00	$ 1,450.00	$ 2,900.00	$ 2,149.85	$ 4,299.70
8	FDOT Type D Inlet w/traversable slot	2	EA	$ 4,350.00	$ 8,700.00	$ 4,000.00	$ 8,000.00	$ 4,200.00	$ 8,400.00	$ 5,520.00	$ 11,040.00	$ 6,250.00	$ 12,500.00	$ 8,702.22	$ 17,404.44
9	FDOT Type P8 Manhole	2	EA	$ 4,500.00	$ 9,000.00	$ 4,000.00	$ 8,000.00	$ 4,200.00	$ 8,400.00	$ 5,635.00	$ 11,270.00	$ 6,375.00	$ 12,750.00	$ 13,902.95	$ 27,805.90
10	FDOT U Type Endwall Energy Dissipator 30" RCP, Class I Concrete	7	CY	$ 1,500.00	$ 10,500.00	$ 950.00	$ 6,650.00	$ 1,251.10	$ 8,757.70	$ 2,095.00	$ 14,665.00	$ 2,370.00	$ 16,590.00	$ 3,032.59	$ 21,228.13
11	FDOT U Type Endwall Energy Dissipator 42" RCP, Class I Concrete	15	CY	$ 1,500.00	$ 22,500.00	$ 950.00	$ 14,250.00	$ 1,167.04	$ 17,505.60	$ 1,917.00	$ 28,755.00	$ 2,170.00	$ 32,550.00	$ 2,466.93	$ 37,003.95
12	FDOT Type G Ditch Bottom Inlet	1	EA	$ 9,850.00	$ 9,850.00	$ 7,650.00	$ 7,650.00	$ 9,500.00	$ 9,500.00	$ 9,150.00	$ 9,150.00	$ 10,350.00	$ 10,350.00	$ 18,771.10	$ 18,771.10
13	18" RCP	236	LF	$ 35.00	$ 8,260.00	$ 38.00	$ 8,968.00	$ 38.00	$ 8,968.00	$ 52.50	$ 12,390.00	$ 60.00	$ 14,160.00	$ 64.98	$ 15,335.28
14	24" RCP	286	LF	$ 50.00	$ 14,300.00	$ 52.00	$ 14,872.00	$ 63.00	$ 18,018.00	$ 72.00	$ 20,592.00	$ 82.50	$ 23,595.00	$ 83.74	$ 23,949.64
15	30" RCP	99	LF	$ 70.00	$ 6,930.00	$ 75.00	$ 7,425.00	$ 70.00	$ 6,930.00	$ 103.00	$ 10,197.00	$ 118.00	$ 11,682.00	$ 122.98	$ 12,175.02
16	42" RCP	88	LF	$ 110.00	$ 9,680.00	$ 109.00	$ 9,592.00	$ 110.00	$ 9,680.00	$ 124.00	$ 10,912.00	$ 142.50	$ 12,540.00	$ 161.78	$ 14,236.64
17	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, Min 3" Thick	907	SY	$ 38.50	$ 34,919.50	$ 48.50	$ 43,989.50	$ 37.00	$ 33,559.00	$ 72.50	$ 65,757.50	$ 75.00	$ 68,025.00	$ 59.67	$ 54,120.69
18	Tied Concrete Block Mat	190	SY	$ 90.00	$ 17,100.00	$ 120.00	$ 22,800.00	$ 75.00	$ 14,250.00	$ 96.00	$ 18,240.00	$ 110.00	$ 20,900.00	$ 197.91	$ 37,602.90
19	Install 6' Wood Privacy Fence	125	LF	$ 15.00	$ 1,875.00	$ 18.00	$ 2,250.00	$ 18.00	$ 2,250.00	$ 16.00	$ 2,000.00	$ 16.00	$ 2,000.00	$ 20.75	$ 2,593.75
20	Silt Fence	3500	LF	$ 2.00	$ 7,000.00	$ 1.50	$ 5,250.00	$ 1.50	$ 5,250.00	$ 2.50	$ 8,750.00	$ 1.75	$ 6,125.00	$ 4.83	$ 16,905.00
21	Rip Rap	110	SY	$ 105.00	$ 11,550.00	$ 100.00	$ 11,000.00	$ 100.00	$ 11,000.00	$ 97.75	$ 10,752.50	$ 135.00	$ 14,850.00	$ 124.09	$ 13,649.90
22	Topsoil	16010	SY	$ 0.90	$ 14,409.00	$ 1.25	$ 20,012.50	$ 1.13	$ 18,091.30	$ 0.58	$ 9,285.80	$ 1.00	$ 16,010.00	$ 3.69	$ 59,076.90
23	Argentine Bahia, Seeding and Mulch (70lb Per Acre)	247	LB	$ 35.00	$ 8,645.00	$ 10.00	$ 2,470.00	$ 18.00	$ 4,446.00	$ 52.00	$ 12,844.00	$ 60.00	$ 14,820.00	$ 64.86	$ 16,020.42
24	Argentine Bahia Sod, Staked, over 1000sy	11000	SY	$ 3.00	$ 33,000.00	$ 2.85	$ 31,350.00	$ 2.10	$ 23,100.00	$ 2.60	$ 28,600.00	$ 4.10	$ 45,100.00	$ 2.59	$ 28,490.00
Bid Total:					**$ 368,236.50**		**$ 417,598.40**		**$ 443,243.60**		**$ 797,398.76**		**$ 848,600.00**		**$ 988,568.96**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Crockett Street & Crestfield Circle Drainage Improvements, Phase I

Bid Number: PD 18-19.011

Opening Date/Time: February 6, 2019 / 2:00 p.m.

Purchasing Agent: Emily D. Weddington

Client Department: Engineering Dept. Director/Designee: Joy Jones/Jim Hagon

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #: n/a Project #19EN0535

Fund #: 353 Fund Title: LOST IV

Cost Center #: 210106 Cost Center Title: Transportation and Drainage

Object Code #: 56301 Object Code Title: Improvements Other than Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ◯ Yes ◯ No
Note: Attachments to Requisition shall Reference PD # 18-19.011

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 contract 18-19.011, "Crockett Street & Crestfield Circle Drainage Improvements, Phase I", to Chavers Construction, Inc. in the amount of $368,236.50.

Unit Price Extensions Checked by: Steven White (Consultant)

(Signature) James Hagon via Mott MacDonald (Date) 14 Feb, 2019

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☑ No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15645 **County Administrator's Report 14. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Purchasing Manager, Office of Purchasing

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 Interim County Administrator to sign Task Order-based Continuing Contracts to CH2M Hill, Inc., a qualified engineering consulting firm, 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 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 basis and Project basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with F.S. 287.055 Professional Services as governed by Florida Statute. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

Dalrymple Sallis Architecture, LLC submitted all necessary documents on July 31, 2018.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis and Project basis

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by the County Attorney.

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, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

Attachments

Agreement

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

CH2M Hill, Inc.

For

Professional Services as Governed by Florida Statute 287.055
(PD 02-03.79)

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised June 2016)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and CH2M Hill, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-0918189, and whose business address is, 25 W. Cedar Street, Suite 350, Pensacola, FL 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the 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 is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

CH2M Hill, 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 Paul R. Nobles, Purchasing Manager, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

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 that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected CH2M Hill, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4
ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant’s written approval to begin the performance of the Consultant’s services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.

2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.

3. Long distance communications and other miscellaneous communications expenses.

4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.

5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to:

To Be Determined Per Task Order

Notices will be sent to:

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

David Stejskall, Vice-President
CH2M Hill, Inc.
25 W. Cedar Street, Suite 350
Pensacola, FL 32502

(a) Any notice 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, payments, and invoices shall be made to each party at the 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.

ARTICLE 7
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia 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.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) 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 assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 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.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining 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 task order by the Consultant.

8.6 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.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 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 deficiencies 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) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall 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.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers 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 engineers.

(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 Engineer 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 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting 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.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) 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.

(c) Termination of the Consultant 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.

(d) 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.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 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

10.4 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.

10.5 SUBCONTRACTORS

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, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 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 Government and its successors.

10.7 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.

10.8 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 AM Best Rating Guide. An A or better Best Rating is "preferred"; 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 insureds" 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.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement 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 the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 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 be addressed.

10.11 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.

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature 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.

10.13 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.

10.14 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 to the Consultant, the Consultant agrees to abide with such statutes.

10.15 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 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 Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 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.

10.17 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.

10.18 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.

(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.

10.19 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.

10.20 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.

10.21 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 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.

10.22 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 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.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 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.

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 and CH2M Hill, Inc., signing by and through its Managing Member, 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: _____
Amy Lovoy, Interim County Administrator

Date: _____

BCC Approved: March 7, 2019

CONSULTANT:
CH2M Hill, Inc., a for-profit corporation authorized to do business in the State of Florida.

By: _____
Vice President

Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary

or

WITNESS: _____

WITNESS: _____

[CORPORATE SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15672 **County Administrator's Report 14. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029)
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029) - Paul Nobles, Purchasing Manager. Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and American Consulting Engineers of Florida, LLC, per the terms and conditions of PD 17-18.023, Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029), FPN: 430468-1-38-01, Federal No. (FAIN): D317-043-B, for an amount not to exceed $634,175.53.

[Funding:
Fund 352, LOST III, Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; County Match (25%) $158,543.88; and

Fund 352, LOST III, Cost Center 210127, LAP Occie (O.C.) Phillips/Brushy Cr; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188, LAP Portion (75%) $475,631.65 - Total $634,175.53]

BACKGROUND:

The scope of this project will include survey, mapping, design, permitting, geotechnical investigation reporting, and preparation of construction plans and specifications for the replacement of the existing 75' long timber bridge. O.C. Phillips Road over Brushy Creek Bridge is located in the Walnut Hill community of Escambia County, three miles west of County Road 97A, in District 5. The state

plane location coordinates are 30.8330N, 87.5527W. The project limits will extend to the ends of the guardrail or as required for constructing the bridge. After design, LAP funds for construction are expected in Fall 2020.

A Request for Letters of Interest, PD 17-18.023, RLI Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029) FPN: 430468-1-38-01, Federal No. (FAIN): D317-043-B was publicly noticed in the Pensacola News Journal and to 257 known firms on August 21, 2018.

The Selection/Negotiation Committee ranked the firms in the following order:

1. American Consulting Engineers of Florida, LLC
2. Mott MacDonald
3. Kisinger Campo & Associates Corp.

Four negotiation meetings were held resulting in the Final and Best Offer being established on November 6, 2018, with a not to exceed contract amount of $634,175.53.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; County Match (25%) $158,543.88

Fund 352, LOST III; Cost Center 210127, LAP Occie (O.C.) Phillips/Brushy Cr; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188, LAP Portion (75%) $475,631.65

Total $634,175.53

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's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Solicitation
Register of Submitters
Final Ranking Scoresheets
Map of Project Location
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Local Agency Program (LAP)
Design Services for O.C. Phillips Road Over Brushy Creek Bridge (484029)
Specification Number PD 17-18.023
Federal Project Number: 430468-1-38-01
Federal No (FAIN): D317-043-B

Letters of Interest Will Be Received Until:
11:59 p.m. CST, August 21, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul 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:
Jeffrey Lovingood
Purchasing Specialist
Phone: 850-595-4953
E-mail: JDLovingood@myescambia.com

Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
DESIGN SERVICES FOR O.C. PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE (484029)
Specification PD 17-18.023
Project FDIP: 430468-1-38-01
Federal Project: D317-043-B

HOW TO SUBMIT YOUR PROPOSAL:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before date and hour for specified for receipt. Late bids 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 of the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- 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)
- Certification Regarding E-Verify System
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Program Certification
- DBE Bid Package Information (FDOT Form #275-030-11)
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

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I. INFORMATION PACKAGE

A. Project Description

The Engineering Division of Escambia County Public Works Bureau is seeking professional consultant services for Design Services for the replacement of the Occie Phillips Road Over Brushy Creek Bridge (No. 484029) in Escambia County, Florida. The scope of this project will include survey, mapping, design, permitting, geotechnical efforts, and preparation of construction plans and specifications for the replacement of the existing timber bridge. Occie Phillips Road is in the Walnut Hill community of Escambia County, three miles west of Highway 97A. The location coordinates are 30.8330N, 87.5527W. The project limits will extend to the ends of the guardrail or as required for constructing the bridge. The overall project length is approximately 0.05 miles. The location of the project is shown on the Project Location Map below.



The existing bridge has the following characteristics:

1. Bridge Length: 75.3'
2. Bridge Width: 25.41'
3. Number of Spans: 5
4. Superstructure: Concrete Deck on Timber Beams
5. Substructure: Timber Pile Caps and Timber Piles
6. Abutments: Timber Back wall and Wing walls
7. Posted: 12 tons
8. Number of Lanes: 2
9. Width Between Curbs: 23.58'
10. Approach Roadway Width: 18.00'
11. Posted Speed Limit: 35 mph
12. Detour Length: 12.6 Miles
13. Recent ADT: 39
14. Future ADT: 43
15. Truck Percentage: 30

Consideration will be given only to those Engineering Firms (Consultant) that are qualified pursuant to law and that have been ***prequalified*** by the Florida Department of Transportation (FDOT) to perform the indicated types of work.

Major Work Mix: BRIDGE REPLACEMENT

Major Work Groups:
- 3.1 Minor Highway Design;
- 4.1.2 Minor Bridge Design;
- 9.4.1 Standard Foundation Studies

Minor Work Groups:
- 5.4 Bridge Load Rating;
- 7.1 Signing, Pavement Marking and Channelization;
- 8.1 Control Surveying;
- 8.2 Design, Right of Way and Construction Surveying;
- 8.4 Right of Way Mapping;
- 9.1 Soil Exploration;
- 9.2 Geotechnical Classification Lab Testing;
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies

The Engineering Firm shall comply with all Local, State, and Federal requirements for designing a project under the rules and guidelines of the Federal Highway Administration (FHWA).

This project is both locally and federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principal is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

B. Scope of Work

The scope of this project includes the survey, mapping, design, permitting, geotechnical efforts, and preparation of construction plans and specifications the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029) in Walnut Hills, Florida. An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement.

1. Quality Assurance/Quality Control

It is the intention of the County that Consultants, including their sub-consultant(s), are held responsible for their work, including plans review. All sub-consultant document submittals shall be submitted by the sub-consultant directly to the Consultant for their independent Quality Assurance/Quality Control review and subsequent submittal to the County. It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant should regularly communicate with the County to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications

and other services furnished by the Consultant and their sub-consultant(s) under this contract.

The Consultant shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The Consultant shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project, and it may be one utilized by the Consultant as part of their normal operation or it may be one specifically designed for this project. The Quality Control Plan shall be signed by the Consultant Project Manager and the Consultant QC Manager. The Quality Control Plan shall include the names of the Consultant staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the County, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The Consultant shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

2. Design Criteria and Standards

The following Design Criteria and Standards apply to the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029):

- FDOT Local Agency Program (LAP) Manual,
- FDOT Design Manual,
- FDOT Standard Plans,
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), Current Edition,
- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, Current Edition,
- Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) Implementation Guide, FHWA_HRT-11-026, Current Edition,
- FDOT Bridge Load Rating Manual,
- FDOT Structures Manual,
- FDOT Structures Design Bulletins,
- District 3 (D3) Surveying Guidelines,

- FDOT Surveying Handbook,
- Minimum Technical Standards for Surveying and Mapping Rule 5J-17,
- FDOT Right of Way Mapping Handbook,
- FDOT Right of Way Procedures Manual,
- FDOT Materials Manual,
- Utility Accommodation Manual,
- Manual on Uniform Traffic Control Devices (MUTCD), Current Edition,
- FDOT Construction Project Administration Manual (CPAM),
- FDOT Proprietary Product Procedure No. 630-020-05,
- Escambia County Land Development Code, Design Standards Manual, Current Edition.

3. Specifications

The following Specifications apply to the replacement of the existing timber bridge on Occie Phillips Road Over Brushy Creek (Bridge No. 484029):

- Structures Components: FDOT Standard Specifications for Road and Bridge Construction, Current Edition
- Non-Structures Components: Off-System LAP Specifications ("Big 4"), Current Edition

4. Project General and Roadway

As part of the replacement of the Occie Phillips Road Over Brushy Creek Bridge, the roadway approaches should be resurfaced/reconstructed as appropriate, but as a minimum to the extent of the new guardrail. At the project location, the existing roadway typical section consists of a 20' wide unpaved (clay) roadway with no shoulders. The existing bridge typical section is approximately 24' wide by 75' long. The new structure shall be constructed along the existing horizontal alignment.

One roadway typical section and one bridge typical section will be required for this project. The new roadway and bridge typical sections will meet Florida Greenbook requirements for lane and shoulder widths. The Consultant shall provide an approved signed and sealed Typical Section Package to be submitted to the County for review and concurrence prior to the 30% plans submittal date.

The existing maintained right of way appears to be approximately 40' total. The official County-maintained right of way will need to be determined for this project. Right of way acquisition is necessary in order to construct the new roadway and bridge typical sections. As early as possible, the Consultant shall provide maps or plan sheets to the FDOT Project Manager, District Survey Office and the County Surveyor reflecting the requirements for additional right of way. The FDOT Project Manager for Survey, Mapping and Right of Way activities associated with this project is Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com. The

County Surveyor is Mr. Joe Barrett, PSM, (850.595.3427), JEBARRETT@myescambia.com.

The Consultant shall be responsible for the design, details, and quantities associated with signing and pavement markings for this project. The Consultant shall evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs. A No Passing Zone Study will not be required.

The Consultant shall coordinate and develop a Maintenance of Traffic (MOT) plan during all field activities, including Survey and Geotechnical Field Investigations.

An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement. The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used. The Consultant shall design a safe and effective Traffic Control Plan (TCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Consultant shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project (30%, 60% 90%, etc.).

The Consultant shall attend all technical meetings necessary to execute the scope of services.

The Consultant should review all existing features within the project limits for a functional design that will meet Florida Greenbook design standards, as well as the Escambia County Land Development Code Design Standards Manual, and make a determination as to whether a design variation or exception is appropriate. Conditions may be identified during design that may warrant design variations or exceptions. The Consultant is to submit the requests for variations and exceptions to the County as early as possible for approval in order to minimize potential schedule delays.

5. Survey

The Consultant and Surveyor shall communicate with the District Survey Office and the County Surveyor to determine the appropriate survey requirements for this project based on the anticipated limits of construction and the proposed scope of work. The Consultant shall provide a basic graphic depiction and/or description of areas needed for topographical

survey, DTM, cross sections, utilities, drainage structures, pavement markings, and wetland lines. Aerial imagery is recommended.

The Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the District Survey Office and County Surveyor. Field data submitted to the District Survey Office must be of an approved type. The field data shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The District Survey Office may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The District Survey Office may instead require that these points be surveyed by true line, traverse or parallel offset.

The following activities will be performed by the Consultant. Refer to the District 3 (D3) Survey Guidelines for requirements.

- Horizontal Project Control (HPC),
- Vertical Project Control (VPC),
- Alignment and/or Existing Right of Way Lines,
- Reference Points,
- Topography/Digital Terrain Model (DTM)(3D),
- Planimetric (2D),
- Roadway Cross Sections/Profiles,
- Underground Utilities,
- Bridge Survey (Minor/Major),
- Channel Survey,
- Jurisdiction Line Survey,
- Geotechnical Support,
- Sectional/Grant Survey,
- Boundary Survey,
- Water Boundary Survey,
- Right of Way Staking, Parcel / Right of Way Line,
- Right of Way Monumentation,
- Work Zone Safety,
- Field Review,
- Coordination.

The Consultant will provide any subsurface utility excavations (SUE) that are required for the project.

The Consultant will be required to perform a Right of Way Survey for this project due to the need for Right of Way and to define existing maintained Right of Way. Official County-maintained right of way is to be determined for this project and Maintenance Maps prepared and provided to the District Survey Office and County Surveyor. Maintained right of way lines,

including stations and offset dimensions at breaks, will be shown on all plan sheets.

6. Mapping

The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks, District-specific requirements, County requirements and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to FDOT size and format requirements utilizing FDOT approved software, and will be designed to provide a high degree of uniformity and maximum readability.

The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County Surveyor for review, and to the District Survey Office for review and approval.

As early as possible, the Consultant shall provide maps or plan sheets accompanied by a *.kmz file reflecting the requirements for additional right of way. The right of way requirements submittal shall identify, via highlighting in varying colors (not yellow), the County-maintained right of way, required right of way, temporary construction easements (TCEs), perpetual easements, intended license agreements (LAs), and limits of construction. In addition, this submittal will indicate in some way whether the submittal is draft or final. The initial, draft requirements submittal and subsequent draft requirements submittals can be submitted electronically to the FDOT Project Manager, the District Survey Office, and the County Surveyor. An updated *.kmz file is expected with each resubmittal. The requirements are not considered final until indicated by the Department. Once the requirements are approved, the Consultant shall designate each sheet as “final” and electronically transmit to the FDOT Project Manager, District Survey Office, and County Surveyor in *.pdf format (the file name shall include the FPID number).

The County-maintained right of way is to be determined for this project and Maintenance Maps prepared and provided to the District Survey Office and County Surveyor. Prior to establishing maintained right of way in the field, the Consultant shall notify the FDOT Project Manager, District Survey Office, and/or District Mapping Office to request a representative from the Department be present, if needed, to ensure the maintained right of way is established properly. A representative from the County and/or County Surveyor will need to be present.

Depending on the TIITF determination, a TIITF sketch may be required for the project. The Consultant will be responsible for preparing the TIITF sketch, if required.

The following files will be provided by the Consultant:

- Master CADD File:
    - Alignment,
    - Section and 1/4 Section Lines,
    - Existing Right of Way,
    - Topography,
    - Proposed Right of Way Requirements,
    - Limits of Construction,
    - Jurisdictional/Agency Lines – *These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.*
- Sheet Files:
    - Control Survey Cover, Key and Detail Sheets,
    - Right of Way Map Cover, Key and Detail Sheets,
    - Maintenance Map Cover, Key and Detail Sheets,
    - Reference Point Sheet,
    - Project Network Control Sheet – *This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.*
- Miscellaneous Surveys and Sketches:
    - TIITF Sketches,
    - Right of Way Monumentation Map.

7. Right of Way

A Project Agreement will be executed between the County and the FDOT, which will allow the FDOT to purchase right of way in the County's name, as well as establish the responsibility of future maintenance activities. The individual to lead this coordination will be Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com.

8. Permitting

The Consultant shall be responsible for the identification, coordination and applications for all permits necessary to construct this project. Potential agencies requiring coordination include, but are not limited to, Northwest Florida Water Management District, Department of Environmental Protection, and US Army Corps of Engineers. All application, public notice fees, and processing fees associated with said permit(s) and activities shall be paid for by the Consultant.

The Consultant shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review

of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

The Consultant shall conduct Wildlife surveys as defined by rules or regulations of any permitting authority that is processing a permit.

The Consultant shall complete the Bridge Project Questionnaire which serves as a tool to validate or disprove the navigability of the waterway and will determine whether a United States Coast Guard (USCG) permit will be required prior to construction. The completed questionnaire shall be provided by the Consultant with the 30% submittal. The County will transmit the complete Bridge Project Questionnaire to the FHWA or to the USCG, depending on project funding.

The Consultant shall obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

9. Structures

The Consultant shall analyze, design, and develop contract documents for the replacement of the Occie Phillips Road Over Brushy Creek Bridge (No. 484029). As part of the replacement of the Occie Phillips Road Over Brushy Creek Bridge, the roadway approaches should be resurfaced/reconstructed as appropriate, but as a minimum to the extent of the new guardrail. At the project location, the existing roadway typical section consists of a 20' wide roadway with no shoulders. The existing bridge typical section is approximately 24' wide by 75' long. The new structure shall be constructed along the existing horizontal alignment.

The Consultant shall provide Design Documentation to the County with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the County's request, on 8 ½″x11″ paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

The Consultant shall prepare a Bridge Development Report (BDR) including, but not limited to, the following attributes:

- General Requirements
    - Bridge Geometry
- Superstructure Alternatives
    - Short-Span Concrete
        - Precast Reinforced Concrete
- Foundation and Substructure Alternatives

    - Pier/Bent
    - Shallow Foundations / GRS Abutments
    - Deep Foundations
- Other BDR Issues
    - TCP/Staged Construction Requirements (including a Temporary Diversion)
        - *The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used.*
    - Constructability Requirements
    - Quantity and Cost Estimates

As a function of preparing the BDR, the Consultant shall investigate the feasibility of implementing the Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) technology for this project. Guidance related to the design and construction of this system can be found in the FDOT Structures Design Bulletin C11-05 and in the GRS-IBS Interim Implementation Guide prepared by the U.S. Department of Transportation and the Federal Highway Administration (publication no. FWHW-HRT-11-026).

The Consultant shall provide the County Bridge Program Manager the signed and sealed BDR for review and approval. Approval of the BDR is required prior to making the 60% submittal.

An onsite temporary diversion will be utilized at the project location to facilitate bridge replacement. The Consultant shall coordinate with the County to determine the type and availability of temporary bridge components before deciding on the temporary bridge type to be used. The Consultant shall prepare plans for the Temporary Bridge:

- General Layout Design and Plans
    - Overall Bridge Final Geometry
    - General Plan and Elevation

Based on the recommendation and approval of the BDR, the Consultant shall prepare plans for the selected Short Span Concrete Bridge:

- General Layout Design and Plans
    - Overall Bridge Final Geometry
    - Expansion/Contraction Analysis
    - General Plan and Elevation
    - Approach Slab Plan and Details
    - Miscellaneous Details
- End Bent Design and Plans
    - End Bent Geometry
    - End Bent Structural Design
    - End Bent Plan and Elevation
    - End Bent Details
- Intermediate Bent Design and Plans
    - Bent Geometry

    - Bent Stability Analysis
    - Bent Structural Design
    - Bent Plan and Elevation
    - Bent Details
- Miscellaneous Substructure Design and Plans
    - Foundation Layout
- Superstructure Design and Plans
    - Finish Grade Elevation Calculation
    - Finish Grade Elevations
- Cast-In-Place Slab Bridges
    - Bridge Deck Design
    - Superstructure Plan
    - Superstructure Sections and Details
- Pre-stressed Slab Unit Bridges
    - Pre-stressed Slab Unit Design
    - Pre-stressed Slab Unit Layout
    - Pre-stressed Slab Unit Details and Schedule
    - Deck Topping Reinforcing Layout
    - Superstructure Sections and Details
- Reinforcing Bar Lists
- Load Rating

10. Drainage

Occie Phillips Road has an open drainage system at the project location.

The Consultant shall develop hydraulic requirements for the new structure and any other treatment requirements for the project via a Bridge Hydraulic Report (BHR). The Consultant shall provide the County Stormwater Engineering Manager the signed and sealed BHR for review and approval. Approval of the BHR is required prior to making the 60% submittal.

The Consultant shall field inspect the project for the structural condition of all side drains, cross drains, and drainage under the roadway area and make recommendations concerning repairs, extensions, replacement/upgrade, or removal of such facilities consistent with the Escambia County Land Development Code, Design Standards Manual for Stormwater. Drainage structures shall be assessed and designed to meet clear zone requirements within existing right of way or a design variation or exception must be obtained. The Consultant shall contact and document discussions with the local maintaining agency regarding historical drainage problems in the project area.

The Consultant shall develop a drainage basin map based upon available information and field reviews to be used in defining the system hydrology. The available information should consist of old plans, USGS Quadrangles, USGS Studies, NWFWMD Studies, FEMA Studies, Local Government Agency Studies or Contours, etc. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. The drainage map should be included in the Hydraulic

Design Study. The Hydrology should be by regional or local regression equations, or by the rational method. An assumed velocity should not be used. The Consultant shall document the Drainage Design in the Drainage Design Study (23CFR650A).

The Consultant has the responsibility for determining the need, appropriate locations, and sizes for water management facilities and drainage outfalls, consistent with the Escambia County Land Development Code, Design Standards Manual for Stormwater.

Flood data requirements will need to be determined. Flood data will be required in plans under the following conditions 1) necessary for all structures that are being modified, 2) necessary for all structures that have a history of flooding or other hydraulic problems even if the structure is not to be modified, 3) necessary for structures that may not be modified but share a drainage basin with another structure being modified and are being impacted by such modification.

Prior to Phase II (60%) plans submittal, the Consultant shall meet with the County Stormwater Engineering Manager. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Drainage Design efforts.

The Consultant shall provide the County Stormwater Engineering Manager a signed and sealed Drainage Design Study. The study shall include a narrative description of existing and proposed drainage structures, conditions, and facilities, and a listing of environmental regulatory permits required. All hydrologic and hydraulic drainage computations for the design presented in the plans shall be included along with supporting design information such as drainage maps, geotechnical data (such as soil borings and permeability tests), and correspondence that directly affected design decisions.

11. Geotechnical

The Consultant will be responsible for the Pavement Design, as well as all necessary Geotechnical Activities associated with this project. The Consultant shall, for each project, be responsible for a complete geotechnical investigation.

The Consultant shall be responsible for the coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of final plans.

All testing and classification will be performed in accordance with applicable County standards, ASTM Standards or AASHTO Standards, and the Florida Department of Transportation Soils and Foundations Handbook, unless otherwise specified.

The Consultant shall develop a detailed boring location plan and meet with the County, if requested, for boring plan approval. Auger borings with water table readings, Standard Penetration Test (SPT) borings with water table

readings, SPT borings for bridge decks, and Cone Pentrometer Test (CPT) soundings with water table readings shall be performed, as applicable. The Consultant shall stake borings and cores and obtain utility clearance.

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

The Consultant shall review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design. The evaluation, selection, detailed analysis and basis of the selected foundation alternative shall be provided in a Geotechnical Report and the BDR.

The Consultant shall draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans. The Consultant shall prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans and Final Geotechnical Report. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

12. Utility Coordination

The Consultant will be responsible for utility coordination associated with this project. The Consultant will identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 “design” ticket listing all utility owners within the project limits shall be provided to the County.

Once the draft design is apparent, the Consultant shall determine if any additional survey is required with regard to utility designations in order to provide an adequate design and accurate quantities. The Consultant will coordinate with the District Survey Office to determine how much additional survey is required and what is the most economical method of obtaining the additional data.

The Consultant will be responsible for showing areas that may be affected by construction. The Consultant will evaluate utilities for potential impacts and prepare a Utility Conflict Matrix. The matrix will be required with the 60% submittal and will be updated and submitted with every phase thereafter.

The Consultant is to review the marked-up plans and the Utility Work Schedules as they are received and assure that they are compatible with the proposed design features in the plans. The Consultant shall review the specific details of the markups and schedules with the County as required to finalize the status of each potential conflict. The Consultant shall also verify that the schedules conform to the construction phasing and MOT sequences.

13. Public Involvement

In advance of any survey or geotechnical investigation activities, the Consultant shall prepare Pre-Design Project Notifications to include all properties where impacts are likely to occur. This notification shall be signed by the County and mailed by the Consultant no less than 10 calendar days prior to conducting the field survey or geotechnical investigation. These Pre-Design Project Notifications shall be prepared by the Consultant for the County's signature. The following shall be included:

- Project Identification Number,
- County Road Name,
- Project Limits,
- Project Map,
- Type of Work,
- Reference that field surveys and/or geotechnical investigations may be conducted by Consultant representatives on behalf of the County,
- COUNTY contact persons.

All project notification, fliers, etc. shall be on County letterhead. The Consultant shall pay postage for the mail-out to property owners/tenants and will be responsible for the physical mail-out effort (printing, envelope stuffing, stamping, etc.). The Consultant must review all project notification, fliers, etc. for accuracy and spelling.

14. Deliverables

Phase Submittal Delivery:

The delivery will include ONLY the submittal components (not the entire project directory and files). The delivery will be transmitted via ftp site, FTA, or other electronic file storage media and will include all construction plans components (roadway, signing & pavement marking, structures, etc.) in *.pdf format, as well as the other submittal components described below for each submittal.

Prior to the 30% Submittal:

- Quality Assurance/Quality Control (QA/QC) Plan: The Consultant shall submit their QA/QC Plan that will be used during the design of this project to the County for reference as soon as possible after written Notice to Proceed. As a minimum, the QA/QC Plan shall include the details of all plan review processes to be utilized and sufficient file documentation to show that the QA/QC plan has been followed.

- Alignment Submittals: Centerline/Baseline of Survey alignment submittals shall be submitted to the District Survey Office for approval and copies shall be submitted to the District Right of Way Mapping Office, the Prime Consultant, the County Surveyor, and

the FDOT Project Manager, Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com. The Prime Consultant shall wait for approval from the District Survey Office before utilizing the alignment for design purposes.

- Survey Submittals: The Survey Sub-consultant shall transmit their submittals to the District Survey Office and County Surveyor, as well as the Prime Consultant. The Survey Sub-consultant shall copy the FDOT Project Manager, Mrs. Nikole Arrant, PE, HNTB (850.415.9017), narrant@hntb.com, on all submittal correspondence. These survey submittals are to be made prior to the 30%, 60%, 90%, and 100% plans submittals.

- Utility Identification/Sunshine 811 "Design" Ticket: A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be transmitted to the County at the onset of the design survey effort. The ticket shall be included with all phase submittals.

- Miscellaneous Design Submittals: The Consultant shall submit to the County for review, and receive concurrence for, the Initial Project Schedule, the Typical Section Package, the Pavement Design, Design Variations and/or Exceptions (if applicable), and other documents as required. Project Schedules shall be provided to the County in Microsoft Project (2016) format.

30% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the ***Preliminary*** Bridge Hydraulic Report (BHR),
- One (1) electronic copy of the ***Preliminary*** Bridge Development Report (BDR),
- One (1) signed electronic copy of the Bridge Project Questionnaire,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 "design" ticket.

The Consultant shall resubmit electronic copies of the BHR and BDR as required to address 30% review comments and concerns. **Approval of the BHR and BDR will be required prior to making the 60% submittal.**

Following the 30% review and prior to the 60% submittal, the District Survey Office requests that the Prime Consultant provide the Survey Sub-consultants with the plans and allow time for a review to check the survey/construction layout, alignments, control information (including right of way control), curve data, layout information, etc.

As early as possible, the Consultant shall provide maps or plan sheets reflecting the requirements for additional right of way.

60% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) digitally signed and sealed electronic copy of the ***Approved*** Bridge Hydraulic Report (BHR),
- One (1) digitally signed and sealed electronic copy of the ***Approved*** Bridge Development Report (BDR),
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 "design" ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM).

As early as possible, the Consultant shall provide to the FDOT Project Manager and the District Survey Office Preliminary Maintenance Maps, Right of Way Requirements, and Right of Way Maps for review and approval, copying the County Surveyor. The 90% submittal should only occur upon receiving approval for the proposed right of way requirements.

90% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,
- One (1) electronic copy of the Construction Time Estimate,
- One (1) digitally signed and sealed electronic copy of the Bridge Load Ratings (with output data) in accordance with the FDOT Load Rating Manual,
- Two (2) electronic copies of the Geotechnical Report,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 "design" ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM).

100% Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronic copy of the Plans,
- One (1) electronic copy of the QC Marked-up Plans,
- One (1) electronic copy of the Construction Cost Estimate,

- One (1) electronic copy of the Construction Time Estimate,
- One (1) digitally signed and sealed electronic copy of the Bridge Hydraulic Report (BHR),
- One (1) digitally signed and sealed electronic copy of the Bridge Development Report (BDR),
- One (1) digitally signed and sealed electronic copy of the Bridge Load Ratings (with output data) in accordance with the FDOT Load Rating Manual if any design changes have occurred that will affect the rating since the 90% submittal,
- Two (2) electronic copies of the Geotechnical Report,
- One (1) electronic copy of the Design Report,
- One (1) electronic copy of the Sunshine 811 "design" ticket,
- One (1) electronic copy of the Utility Conflict Matrix,
- One (1) scanned copy of the Constructability Phase Review Checklist (per the Construction Project Administration Manual (CPAM).

FINAL Plans Submittal: The submittal shall, at a minimum, include *.pdf files of the components listed below:

- One (1) electronically signed and sealed copy of each component of the Final Plans,
- One (1) complete Specifications Package,
- The Project-CADD.zip folder with all project design files,
- The Compliance Certification Checklist Report. This report shall be signed by the Engineer of Record to certify that all electronic deliverables are complete, in the proper format, and all plans and specifications are signed and sealed with the same program.
- All project data and its location noted in the project journal,
- Original survey field data will be submitted to the District Survey Office and County Surveyor, as well as all other applicable deliverables required by the District's Survey Consultant Checklist.

The finished products will result in FDOT-approved plans, specifications, and bid documents ready for project bidding and construction. Services provided by the Consultant shall comply with all aspects of Escambia County's Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) identified as FPID 430468-1-38-01.

C. Project Schedule

FDOT issues concurrence for Advertisement	August 1, 2018
Advertise	August 13, 2018
Award	October 18, 2018
Begin Design	October 25, 2018
30% Plans Submittal	January 24, 2019
60% Plans Submittal	April 25, 2019
Permitting Phase	April 30, 2019
90% Plans Submittal	July 25, 2019
Final Plans Submittal	October 24, 2019
Bid Documents/Package	December 19, 2019

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 Sec. 46-97. - Same—Professional architectural, engineering, landscape architectural or land surveying services of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

III. SPECIAL TERMS AND CONDITIONS

A. Escambia County Blackout Period

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County

officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal

(b) Termination of contracts; or

(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

B. Identification of Sub-Consultants/Changes After the Fact

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during 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 sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

C. Florida Executive Order 11-116 COMPLIANCE

D. Protest Procedure

Escambia County will respond to any potential protests as addressed in Escambia County Code of Ordinances Sec. 46-101. - Protested solicitations and awards.

E. Vendor Performance Evaluations

Vendor Performance Evaluations shall be completed per PP-250 Vendor Performance Evaluations to be completed within 30 days after contract completion.

F. Lump Sum or Cost Plus Fixed Fee Contracts

The Consultant by submitting their letter of interest that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

IV. FIRMS' EVALUATIONS, SELECTION AND AWARD

A. Evaluation

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes.

All responses will be subject to review and an evaluation process. All proposers responding to the Request for Letters of Interest (RLI), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible responses received.

Responses shall include all information solicited in this RLI, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the response. Each respondent will be ranked based on the criteria herein addressed.

Responses will be reviewed by the selection committee and evaluated based on the format and content outlined in this response as follows:

EVALUATION CRITERIA	POINTS
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include their experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include résumés for each team member involved with the project	20
Experience of the Firm and References – Demonstrate experience in other projects with similar Scopes of Work and complexity. A minimum of three (3) bridge projects should be shown; LAP projects should be shown if possible. A reference list for each project is required and shall	25

include the project name, a brief description of the project, actual cost, project length, the name of the client contact familiar with the project along with their telephone number and/or email address.	
Availability of Workload and Willingness to Meet Timeline Requirements – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with the Notice to Proceed and ending with final plans and specifications submittal.	20
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

B. SELECTION

The Selection Committee will review, evaluate, and rank the proposals submitted by all responsive and responsible firms based on the criteria above and F.S. 287.055.

The top-ranked firm will be recommended to the Board of County Commissioners for approval.

The number one ranked firm name with the required selection and negotiation documentation will be forwarded to FDOT for approval of the selected firm.

C. AWARD

Award(s) resulting from this solicitation shall be subject to the provisions of Sec. 46-97. – Same—Professional architectural, engineering, landscape architectural or land surveying services of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

V. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**August 06, 2018**
Letters of Interest due date	**11:59 p.m. CDT, August 21, 2018**
Short-Listing Meeting	**August 28, 2018 at 1:00 PM CDT**
Discussions, Ranking Meeting	**September 05, 2018 beginning at 1:00 PM CDT**
Written Scope due to Committee for Review	**September 13, 2018**
Fee Proposal due to Committee for Review	**September 20, 2018**
1st Negotiations with First Ranked Firms	**September 25, 2018 at 2:00 PM CDT**
2nd Negotiations with First Ranked Firms	**(If Necessary) September 27, 2018 at 8:30 AM CDT**

Recommendation for Award Presented to Board of County Commissioners	**October 18, 2018**

* **All dates and times are subject to change**

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 **August 16, 2018.**

VI. 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

2. Standard Form (SF) 330 – Part I (GFS format)
Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- 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
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
    - Experience pertaining to the scope of work
- Standard Form (SF) 330 - Part I, Section F
  - The firm should provide three (3) examples of projects of a similar nature for government entities/municipalities indicating experience.
- Standard Form (SF) 330 - Part I, Section G
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects of a similar nature for government entities/municipalities indicating experience in the following:
    - Past Performance:

- Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
    - Performance record
    - Background Experience
    - Technical Expertise

- Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
        - Government Entities,
        - Private, and provide 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.

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 20 pages).

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**)
- Certification Regarding E-Verify System
- Truth in Negotiation Certification (FDOT Form #375-030-30)
- Conflict of Interest Certification (FDOT Form #375-030-50)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
- Disclosure of Lobbying Activities (FDOT Form #375-030-34)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On

Entity Crimes

- Drug-Free Workplace Program Certification
- DBE Bid Package Information (FDOT Form #275-030-11)
- Information Sheet for Transactions and Conveyances Corporate Identification

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.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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: _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are 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 Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes 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 Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.
When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Printed Names	Signatures	Date

375-030-50
PROCUREMENT
OGC – 03/17

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(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, and 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 subsection (1).

(4) In the statement specified in subsection (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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: **www.dot.state.fl.us/proceduraldocuments/ .**

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:
https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

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

PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

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AGREEMENT

THIS AGREEMENT is made and entered into this ___ 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 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: In accordance with §287.055(6), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, 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 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 this 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.

9.8 HOLD HARMLESS AND INDEMNIFICATION:

The Consultant agrees to hold harmless and indemnify the County, the State of Florida Department of Transportation, and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, 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. 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 by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged 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.

Nothing in this paragraph is intended to serve nor shall it constitute a waiver of sovereign immunity by the County or the State of Florida and nothing herein shall be construed as consent by the County or the State of Florida to be sued by third parties in any matter arising out of this Agreement.

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.

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. The State of Florida Department of Transportation, Escambia County, and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the foregoing named parties and shall provide for a minimum of thirty (30) days notice of cancellation. The State of Florida Department of Transportation, 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 be 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.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: In accordance with §287.055(5), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, 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. To the extent such wage rates and other factual unit costs are determined by the County to be inaccurate, incomplete, or non-current, the original contract price and any additions thereto shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such inaccurate, incomplete, or non-current wage rates and other factual unit costs. A determination of allowable costs in accordance with the Federal cost principles will be performed for all services rendered under this Agreement. 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 to 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 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.

9.16 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.

(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 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.

9.22 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 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.

9.23 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
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

Exhibit D

Local Agency Program Federal-Aid Terms for Professional Services Contracts

Certification Regarding E-Verify System
Truth in Negotiation Certification (FDOT Form #375-030-30)
Conflict of Interest Certification (FDOT Form #375-030-50)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (FDOT Form #375-030-33)
Disclosure of Lobbying Activities (FDOT Form #375-030-34)
Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
Drug-Free Workplace Program Certification
DBE Bid Package Information (FDOT Form #275-030-11)
Information Sheet for Transactions and Conveyances Corporate Identification

REGISTER OF SUBMITTERS

Solicitation PD 17-18.023 – RLI LAP Design Services for OC Phillips Road Over Brushy Creek Bridge (484029)

RLI Due Date & Time: August 21, 2018 at 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
American Consulting Engineers of Florida, LLC	850-289-1005	lpowell@acp-fl.com	Leahann Powell, PE, Project Manager
Baskerville-Donovan, Inc.	850-438-9661	khill@baskervilledonovan.com	T. Keith Hill, PE, Executive VP/COO
Kisinger Campo & Associates, Corp. (KCA)	813-871-5331	Patrick.Mulhearn@kisingercampo.com	Patrick Mulhearn, PE
Mott MacDonald Florida, LLC	850.484.6011	david.skipper@mottmac.com	David Skipper, Senior Vice President
Volkert, Inc.	850-512-8935	mike.warnke@volkert.com	Mike Warnke, PE, ENV SP, Project Manager

SUBMITTALS RECEIVED BY:	Jeffrey Lovingood, Purchasing Specialist	DATE:	August 22, 2018
WITNESSED BY	Susan Kerr, Purchasing Office Support Associate	DATE:	August 22, 2018

Posted 8/23/2018 at 9:00 a.m. CDT

JDL

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B			
Committee Evaluaion	American Consulting Engineers of Florida, LLC	Kisinger Campo & Associates, Corp.	Mott MacDonald Florida, LLC
Individual Committee Member Scores			
Derek Fox	85	77	99
James Duncan	100	95	99
TJ Williams	98	90	94
Total	283	262	292
Individual Committee Member Ranking Based on Scores			
Derek Fox	2	3	1
James Duncan	1	3	2
TJ Williams	1	3	2
Total	4	9	5
Ranking	1	3	2

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge **Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B**				
~~James Duncan~~ Liz		American Consulting Engineers of Florida, LLC	Kisinger Campo & Associates, Corp.	Mott MacDonald Florida, LLC
Evaluation Criteria	Value			
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include their experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include résumés for each team member involved with the project	20	20	19	20
Experience of the Firm and References – Demonstrate experience in other projects with similar Scopes of Work and complexity. A minimum of three (3) bridge projects should be shown; LAP projects should be shown if possible. A reference list for each project is required and shall include the project name, a brief description of the project, actual cost, project length, the name of the client contact familiar with the project along with their telephone number and/or email address.	25	25	24	25
Availability of Workload and Willingness to Meet Timeline Requirements – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with the Notice to Proceed and ending with final plans and specifications submittal.	20	20	18	19

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B				
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	35	34	35
	Totals	100.0	95.0	99.0

Notes:

~~American Consulting Engineers of Florida, LLC~~

All three firms have the ability to design the bridge but only one firm mentioned saving both time and money and thought outside the box to present an alternative during the presentation.

E Bud

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B				
TJ Williams		American Consulting Engineers of Florida, LLC	Kisinger Campo & Associates, Corp.	Mott MacDonald Florida, LLC
Evaluation Criteria	Value			
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include their experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include résumés for each team member involved with the project	20	20	18	19
Experience of the Firm and References – Demonstrate experience in other projects with similar Scopes of Work and complexity. A minimum of three (3) bridge projects should be shown; LAP projects should be shown if possible. A reference list for each project is required and shall include the project name, a brief description of the project, actual cost, project length, the name of the client contact familiar with the project along with their telephone number and/or email address.	25	25	24	25
Availability of Workload and Willingness to Meet Timeline Requirements – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with the Notice to Proceed and ending with final plans and specifications submittal.	20	20	19	20

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B				
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	29	30
	Totals	98 ✓	90 ✓	94 ✓

Notes:

American Consulting Engineers of Florida, LLC

INNOVATIVE DESIGN ALTERNATIVE ; THOROUGH UNDERSTANDING OF PROJECT SCOPE & TIMELINE. INITIAL ASSESSMENTS TO SAVE THE COUNTY TIME & MONEY.

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge
Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B

Kisinger Campo & Associates, Corp.

NOT AS WELL PREPARED. PRESENTATION SOMEWHAT DISORGANIZED WITH "MISSPEAKS". FIRM HAS CAPABILITY TO DO WORK

Mott MacDonald Florida, LLC

VERY WELL PRESENTED, BART HENDRICKS IS VERY KNOWLEDGABLE IN HIS ANALYSIS OF BRIDGE DESIGN. DID NOT BRING ANY SPECIFICS TO THIS PRESENTATION ONLY THAT THEY WOULD GO THRU THE PROCESS ONCE SELECTED.

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge **Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B**				
Derek Fox		American Consulting Engineers of Florida, LLC	Kisinger Campo & Associates, Corp.	Mott MacDonald Florida, LLC
Evaluation Criteria	Value			
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include their experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include résumés for each team member involved with the project	20	18	15	20
Experience of the Firm and References – Demonstrate experience in other projects with similar Scopes of Work and complexity. A minimum of three (3) bridge projects should be shown; LAP projects should be shown if possible. A reference list for each project is required and shall include the project name, a brief description of the project, actual cost, project length, the name of the client contact familiar with the project along with their telephone number and/or email address.	25	20	18	25
Availability of Workload and Willingness to Meet Timeline Requirements – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with the Notice to Proceed and ending with final plans and specifications submittal.	20	19	15	20

PD 17-18.023 Local Agency Program Agreement Project for Design Services for O.C. Phillips Road over Brushy Creek Bridge Federal Project Number 430468-1-38-01 Federal No (FAIN) D317-043-B				
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	28	29	34
	Totals	085	077	091

Notes:

American Consulting Engineers of Florida, LLC

Experience of Mott MacDonald was significant factor in selection


S. Pineville Road
Occie Phillips Road
County Road 97A
97A
97A

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

American Consulting Engineers of Florida, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of February, 2019, 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 American Consulting Engineers of Florida, LLC, a for-profit company authorized to transact business in the State of Florida, whose address is 4489 Woodbine Road, Pace, FL 32517, and whose Federal tax identification number is 04-3682340 (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: American Consulting Engineers of Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Derek Fox, Senior Engineering Project Coordinator, Public Works, Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for OC Phillips Road Over Brushy Creek Bridge (484029)

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) 17-18 in the amount of Six Hundred Thirty-Four Thousand One Hundred Seventy-Five Thousand Dollars and Fifty-Three Cents ($634,175.53) 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 17-18.023, Design Services for OC Phillips Road Over Brushy Creek Bridge (484029), and as represented in the Consultant's Letter of Interest response to PD 17-18.023, 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 $2,300,000.00.

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 Six Hundred Thirty-Four Thousand One Hundred Seventy-Five Thousand Dollars and Fifty-Three Cents ($634,175.53). 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:

American Consulting Engineers of Florida, LLC
4489 Woodbine Road
Pace, FL32517

(d) Invoices to the County shall be sent to:

Public Works, Engineering
Derek Fox, Sr. Engineering Project Coord.
3363 West Park Place
Pensacola, FL 32505

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 the 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.

9.22 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 American Consulting Engineers of Florida, LLC, 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: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

American Consulting Engineers of Florida, LLC, a For-Profit Company authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
Scott M. Korpi, Title Manager

By: _____
Secretary

Date: _____

SCOPE OF WORK

February 25, 2019

Design Services for Occie (O.C.) Phillips Road over Brushy Creek Bridge (484029)
FPN: 430468-1-38-01 | FAIN: D317-043-B

INTRODUCTION

Escambia County (the County) has requested that American Consulting Professionals, LLC (American) provide engineering services for the replacement of the existing timber bridge Occie (O.C.) Phillips Road over Brushy Creek Bridge (No. 484029) in Walnut Hill, Florida. An onsite temporary diversion will be investigated at the project location to facilitate bridge replacement. The services will include surveying, mapping, design, permitting, geotechnical efforts and preparation of construction plans and specifications.

The scope for this project is as follows:

INDEX OF TASKS

Task 100 Coordination Meetings

Task 200 Public Involvement

Task 300 Subsurface Utility Engineering (SUE)

Task 400 Topographic Survey

Task 500 Geotechnical Investigation

Task 600 Environmental Permitting

Task 700 Stormwater Permitting

Task 800 Proposed Drainage Design

Task 900 Proposed Roadway Design

Task 1000 Proposed Structural Design

Task 1100 Bid Tabulation and Cost Estimating

Task 1200 Optional Services

TASK 100 COORDINATION OF MEETINGS

TASK 101 COUNTY STAFF PHASE SUBMITTAL PROGRESS MEETINGS

America will schedule and facilitate progress meetings with County Staff at each phase submittal (30%, 60%, 90% and Final). At these meetings American will discuss the project at each phase submittal, receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specifications resulting from such comments.

TASK 102 UTILITY COORDINATION MEETINGS

American's subconsultant will attend approximately three (3) monthly utility coordinating committee (UCC) meetings with County personnel at the Escambia County Central Office Complex during the duration of this project. At these meetings American's subconsultant will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts. American's subconsultant will invite utility owners affected by the proposed design/construction to attend and participate in three (3) plan-in-hand walk-through meetings for the 60%, 90% and Final plan submittal drawings. The utility coordination process will follow the FDOT guidelines from initial contact to final utility certification.

TASK 103 FDOT PHASE SUBMITTAL MEETINGS

American will schedule and facilitate a meeting with the County staff at each phase submittal. At these meetings American will discuss with the County, the Electronic Review Comments (ERC) comments provided by FDOT for each phase submittal. Formal responses to the ERC comments will be generated and uploaded based upon the discussions/resolutions determined from these meetings. American will forward electronic copies of the ERC comments to the County at each phase submittal.

TASK 104 PERMIT COORDINATION MEETINGS

American will coordinate meetings with the NWFWMD and FDEP to determine what level of stormwater and wetland permitting is required to move forward with the project. The County will be invited to these meetings and meeting minutes will be recorded for each one.

TASK 105 MONTHLY PROGRESS MEETINGS

American will coordinate monthly progress meetings with the County to discuss the current status of the project. Meeting minutes will be recorded for each meeting and electronic copies of these will be forwarded to County and other affected parties.

TASK 106 SUBCONSULTANT COORDINATION

American will provide the subconsultant coordination required to facilitate the surveying, geotechnical investigation, utility locates, utility coordination and environmental permitting associated with this project.

Task 200 Public Involvement

Pre-design notifications will be sent to property owners within the project limits at least 10 days prior to the commencement of any survey or geotechnical field work. All project notifications, fliers, etc. shall be on County letterhead and approved by the county prior to mailing out.

Task 300 Subsurface Utility Engineering (SUE)

American's SUE subconsultant will perform ASCE Quality Level "B" designating of the subsurface utilities within the footprint of the project limits as identified by American. In addition, American's SUE subconsultant will perform any ASCE Quality Level "A" locating (VVH test hole) at potential utility conflicts with the American design as an optional service if required. American's SUE subconsultant will contact Sunshine 811 to compile a list of utility owners within the project footprint. Preliminary Sunshine 811 tickets and field investigation indicates the following utilities are present in the project corridor:

- Escambia River Electric CO-OP, Inc.
- Frontier Communications
- Walnut Hill Water Works (based on one call ticket only)

TASK 301 UTILITY MAPPING AND DESIGNATION (ASCE QUALITY LEVEL "B")

This task includes ASCE Quality Level "B" designating for the utilities located within the project limits. This includes initial coordination with utility companies for existing utility data, ASCE Quality Level "D", confirming above ground utilities picked up in the topographic survey, ASCE Quality Level "C", and surface geophysical detection of subsurface utilities ASCE Quality Level "B". The QA/QC of Quality Level D and C will be documented and the topographic survey will be updated accordingly. Quality Level B designating will be performed by American's SUE subconsultant in accordance with ASCE/CI 38-02 standards. Surveying of all Quality Level "B" designating results will be performed under task 303.

Traffic control plan development and implementation are included in this task. This includes providing a traffic control plan that complies with FDOT - MOT Standard Plans for Road Construction. A minimum of two flaggers for any flagging operations, and deploying cones, drums, barricades, or other devices as required in the approved traffic control plan.

TASK 302 – SUE SURVEYING

American's SUE subconsultant will conduct all surveying services related to surveying and processing of the results of the ASCE Quality Level "B" designating a Task 301. This includes field surveying all designation flagging, paint marks, and utility features identified in Task 301. The survey will be performed using EFB data collecting software, using a segment within the survey database that does not conflict with the topographic survey being under Task 400.

TASK 303 - SUE DELIVERABLES

The Subsurface Utility deliverable for this project will include a 2D UTEXRD01.dwg file of the ASCE Quality Level "B" designating results that American will reference into their design plans. The line work for this deliverable will indicate the quality level of each utility depicted. With this deliverable, American's SUE subconsultant will also provide a Subsurface Utility Report to include utility contact information, one call Design tickets, field sketch of the designated utilities and utility points form.

The UTEXRD01.dwg file provided by American's SUE subconsultant will be referenced into the Approach Roadway and Bridge Improvements Plan/Profile Sheets plan sheets by American for the project. This data will also be used for creating the utility conflict matrix.

The final UTEXRD01 deliverable shall be in AutoCAD format (DWG).

TASK 304 – PRECONSTRUCTION UTILITY COORDINATION/RELOCATION ASSISTANCE

This task includes assisting Escambia County during the design and utility relocation phases of the project. The following subtask are included with Task 304:

- A utility conflict matrix will be developed by American to determine construction conflicts with utilities and recommend a resolution for each conflict. American's SUE subconsultant will assist in identifying and subsequently coordinate the resolution or mitigation of utility conflicts.

- Attend project meetings and/or site reviews with Escambia County staff and/or other involved parties. American's SUE subconsultant will record and report on the proceedings of these meetings.

Task 400 Topographic Survey and Right of Way Mapping

American's surveyor will provide the following services for this project:

TASK 401 SURVEY

Provide communicate with the District Survey Office and the County Surveyor to determine the appropriate survey requirements for this project based on the anticipated limits of construction and the proposed scope of work.

Provide a basic graphic depiction and/or description of areas needed for topographical survey, DTM, cross sections, utilities, drainage structures, pavement markings, and wetland lines. Aerial imagery is recommended.

Submit all survey notes and computations to document the surveys.

Provide survey Field work recorded in approved media and submitted to the District Survey Office and County Surveyor of an approved type.

All field data shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The following activities are anticipated to be performed to complete the Survey Design for this project:

- Horizontal Project Control (HPC),
- Vertical Project Control (VPC),
- Alignment and/or Existing Right of Way Lines,
- Reference Points,
- Topography/Digital Terrain Model (DTM)(3D),
- Planimetric (2D),
- Roadway Cross Sections/Profiles,
- Underground Utilities,

- Bridge Survey (Minor/Major),
- Channel Survey,
- Jurisdiction Line Survey,
- Geotechnical Support,
- Sectional/Grant Survey,
- Boundary Survey,
- Water Boundary Survey,
- Right of Way Staking, Parcel/Right of Way Line,
- Right of Way Monumentation,
- Work Zone Safety,
- Field Review,
- Coordination.

Perform a Control and Right of Way Survey for this project due to the need for Right of Way. Control and Right of way Maps will be provided to the District Survey Office and County Surveyor for Phase Submittals and review.

TASK 402 MAPPING

Prepare the control survey maps, right of way maps,sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks, District-specific requirements, County requirements and Florida Statutes.

All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to FDOT size and format requirements utilizing FDOT approved software, and will be designed to provide a high degree of uniformity and maximum readability.

Provide maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County Surveyor for review, and to the District Survey Office for review and approval.

Depending on the Trustees of the International Improvement Trust Fund (TIITF) determination, a TIITF sketch may be required for the project and will be prepared.

The following files will be provided by the Survey Team:

- Master CADD File in DWG Format:
    - Alignment,
    - Section and ¼ Section Lines,
    - Existing/maintained Right of Way,
    - Topography,
    - Limits of Construction,
    - Jurisdictional/Agency Lines – *These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.*

- Sheet Files in DWG Format:
    - Control Survey Cover, Key and Detail Sheets,
    - Right of Way Map Cover, Key and Detail Sheets,
    - Maintenance Map Cover, Key and Detail Sheets,
    - Reference Point Sheet,
    - Project Network Control Sheet – *This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.*
- Miscellaneous Surveys and Sketches:
    - TIITF Sketches,

Task 500 Geotechnical Investigation

American's subconsultant will provide a geotechnical investigation to evaluate the existing in-place roadway soils along O.C. Phillips road for suitability as base and subgrade for the newly constructed roadway approaches and to provide the soil analysis. Borings will also be obtained to provide the parameters for the new bridge foundation design.

TASK 501 PROPOSED FIELD EXPLORATION

- Roadway: Perform two (2), 6-foot deep SPT borings in the proposed paved approaches.
- Bridge: Perform four (4) 120-foot Deep SPT Borings. Borings shall be located on each bridge approach, both left and right of the roadway centerline.

Boring locations will be approximated using the provided site plan and landmarks utilizing hand-held GPS equipment. Upon completion of the borings, the depth to groundwater will be measured.

TASK 502 EVALUATION AND REPORT

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. If poor, erratic, or unanticipated subsurface conditions are encountered, Optional Services Task 1202 shall be used (upon authorization by the County) for further exploration. A professional engineer registered in FL will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems if applicable based on the encountered groundwater levels.
- Recommendations for subgrade preparation along the planned sidewalk alignments.
- Estimated seasonal high groundwater tables for the SMS areas if applicable.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for approach construction.

- Feasible pile types and recommended pile installation and quality control procedures.
- Recommended allowable pile capacities for piles.
- Recommended soil parameters for FBPier analysis.
- FDOT Environmental Classification of soil and water samples tested.

A final report detailing the findings of the investigation and the recommendation for roadway, bridge and temporary on-site diversion will be provided.

Task 600 Environmental Permitting

American's subconsultant will provide the environmental services to delineate the wetlands and acquire the required permits from the Florida Department of Environmental Protection (FDEP), the United States Army Corp of Engineering (USACOE) and the Northwest Florida Water Management District (NWFWMD) to construct the sidewalk and drainage improvements associated with this project. A breakdown of the scope lists as follows:

Perform a wetland jurisdictional determination per Federal & State Guidelines

Complete wetland jurisdictional determination on the areas designated as Brushy Creek and +/- 0.25 linear miles along O.C. Phillips Road.

- Acquire and review soil maps and aerial images of the site;
- Determine the status of a sovereign state lands easement for the existing bridge area.;
  - Obtain TIITF Documentation
- Visit the site and analyze plant communities, soils, and hydrology to determine the extent of wetland area on the property;
- Wetland information: Scalar will delineate wetlands within the jurisdiction of both the State of Florida and Waters of the United States (US Army Corps of Engineers) according to most recent procedural guidelines;
- Complete all appropriate wetland delineation forms and UMAM evaluations to support delineation and to include in permitting;
- Hang survey flagging on the wetland/ upland boundaries;
- Coordinate with Survey Crew to include wetland lines in overall survey task;
- Prepare a map depicting the wetland areas on the property & provide a digital copy of our report;

Conduct a "Site Specific Survey"

For Wetlands, Environmentally Sensitive Lands and Threatened and Endangered Species Habitat in accordance with the requirements of Escambia County's Land Development Ordinance 7.13.02

- Complete desk top review of the project area prior to field review. This will include obtaining reports from the Florida Natural Areas Inventory and the US Fish and Wildlife Service IPaC Planning and Consultation Program.
- Threatened and Endangered Species: Scalar will visually inspect the subject property to determine the probability of presence of species listed as Threatened, Endangered, or Special Concern by the State of Florida under Chapter 379.2291 (Florida Endangered and Threatened Species Act). As well, the species currently listed under the Federal Endangered Species Act listed as threatened or endangered will be included in the survey. Should there be Critical habitat present for any particular species, these will be surveyed and documented.
- If protected species are identified, coordinate with the appropriate agency to determine whether additional work will be needed. Added species survey or population studies will be conducted as a a separate scope of work item.

US Army Corps of Engineers Permit Application Process

- Pre-application meeting on-and off-site
- Work with engineer for permittable site plan that meets Avoidance and Minimization;
- Prepare Army Corps of Engineers wetland jurisdictional data sheets (USACE – Regional Supplement to the Corps of Engineers Wetland Delineation Manual (Version 2.0) 2010) ;
    - Modify to include Florida Delineation criteria.
- Prepare Army Corps of Engineers Engineering Form 4345 application;
- A narrative submittal package including the site history/ previous permits, historic aerials, jurisdictional assessments, data sheets, maps, and pictures to prove non-jurisdiction.

Northwest Florida Water Management District ERP Permit Process

- Pre-application meeting (on- and off-site);
- Work with engineer for permittable site plan that meets Avoidance and Minimization;
- Prepare State of Florida Environmental Resource Permit (ERP);
- Submittal will include Section C ERP Application, Tables, previous permits, historic aerials, jurisdictional assessments, maps, and pictures.

US Coast Guard Bridge Project Questionnaire

Scalar will prepare the Bridge Project Questionnaire which serves as a tool to validate or disprove the navigability of the waterway and will determine whether a United States Coast Guard (USCG) permit will be required. The completed questionnaire shall be provided with the 30% Phase Submittal for review by the County. The County shall submit the questionnaire to the USCG.

Mitigation

Mitigation must be conducted for any permanent wetland impacts to federal jurisdictional wetlands in excess of 0.1-acre of permanent impact. For State wetland impacts greater than 0.5-acres mitigation will be required. The current project is within the service area of the NWFWMD DUTEX- ILF mitigation area. Mitigation for surface water/wetland impacts will be finalized during agency review. All efforts to document wetland improvement and minimization of wetland impacts will be provided to the reviewing agencies to assist in reducing potential mitigation costs.

Permit Application Fee

State ERP application fees are dependent upon project size and impacts: $420 for project area more than 0.5 acres. The Corps has no application fee.

Permitting Timeframes

The District permit application process may take 90-120 days from date of complete application. The Corps may take 8-12 months to authorize the work (the Corps has no timeframe).

Notes

- Archeological, cultural and specific species surveys/species coordination are not included in this scope.
- As part of pursuit of the USACE Nationwide Permit. American's subconsultant will coordinate with the Florida Department of State to get a determination and clearance of the project site through the Florida Master Site File.
    - A positive determination (Eligible for listing on the National Register of Historic Places) will result in a Pre-construction notice to USACE.
    - Conditions will be placed on the construction drawings that will require construction to cease should artifacts be encountered.
    - Coordination with USACE and Florida Department of State will be required within the same business day.

Task 700 Stormwater Permitting

American's Subconsultant will provide the permitting services to obtain an Environmental Resource Permit with the Northwest Florida Water Management District (NWFWMD) under **62-330.443 General Permit to the Florida Department of Transportation, Counties, and Municipalities for Minor Bridge Alteration, Placement, Replacement, Removal, Maintenance, and Operation.** The drainage system will consist of roadside drainage ditches and storm sewer piping for relief drains.

This task includes submitting design calculations and plans to the permitting agency and responding to requests for additional information, if applicable.

Task 800 Proposed Drainage Design

TASK 801 DRAINAGE DESIGN

American's Subconsultant will prepare a drainage report and corresponding calculations for the following items associated with this project. The items to be included in this report list as follows:

- Hydraulic analysis/review of existing drainage conveyance system
- Hydraulic analysis of proposed drainage system
- Spread calculations for newly constructed roadway approach and bridge deck
- ADICPR hydrologic and hydraulic model for the existing and proposed conditions
- Drainage Map

The proposed drainage system improvements will be designed to accommodate a 25 year storm event, if possible, and this will also be detailed in the final report. Additional analysis for 50 year and 100 year storm events will be also be provided for informational purposes. The aforementioned items will be submitted to the appropriate regulatory agencies to attain the permits required for this project.

TASK 802 BRIDGE HYDRAULICS

American will prepare a Bridge Hydraulic Report (BHR) and develop the hydraulic requirements for the new structure. Items to be considered in the report include hydrology, hydraulics, deck drainage, scour, and appropriate counter measures. A Bridge Hydraulics Recommendations Sheet will be prepared for the contract plans. All hydraulic analysis will be completed in accordance with the current County Codes.

Task 900 Proposed Roadway Design

American's subconsultant will provide the engineering services required to establish the proposed roadway horizontal and vertical geometry for the new bridge structure, bridge approaches and associated traffic control plans. All roadway design will be completed in accordance with the Design Criteria and Standards outlined in the Request for Letters of Interest for this project. The anticipated plan sheets list as follows:

- Roadway Plan/Profile – 3 sheets (500 LF/sheet)
- Roadway Cross-Sections – 8 sheets (2 cross-sections/sheet)
- Traffic Control Plan – 6 plan sheets (3 plan sheets/TCP Phase)
- Traffic Control Plan Cross-Sections – 16 sheets (2 cross-sections/sheet/TCP phase)

The traffic control plan sheets listed above assume that two (2) phases of construction will be required

Task 1000 Proposed Structural Design

TASK 1001 BRIDGE DEVELOPMENT REPORT

American will prepare a Bridge Development Report that shall be submitted as part of the 30% Design Submittal. The BDR shall consider the following attributes:

- General Requirements - Bridge Geometry
- Superstructure Alternatives
    - Short Span Concrete
    - Medium Span Concrete
- Foundation and Substructure Alternatives
    - Pier/Bent Geometry
    - Deep Foundations
    - Shallow Foundations
    - GRS-IBS
- Other BDR Issues:
    - TCP/Staged Construction Requirements (including ad Temporary Diversion)
    - Constructability Requirements
    - Quantity and Cost Estimates

TASK 1002 STRUCTURAL DESIGN

Based on the recommendation and approval of the BDR, American will prepare plans for the selected alternative. Design calculations will be prepared and submitted with each phase submittal. A Signed & Sealed Load rating will be submitted with the 90% phase submittal. The following plan sheets are anticipated:

- Key Sheet with Index of Sheets (1 sheet)
- Signature Sheet (1 sheet)
- General Notes (1 sheet)
- Plan and Elevation (1 sheet)
- Construction Sequence (1 sheet)
- Section Through Bridge (1 sheet)
- Foundation Layout (1 sheet)
- Pile Data Table (1 sheet)
- End Bents (4 sheets)

- Intermediate Bents (2 sheets)
- Typical Section Through Bridge Deck (1 sheet)
- Finish Grade Elevations (2 sheets)
- Superstructure & Details (2 sheets)
- Riprap (3 sheets)
- Reinforcing Bar list (2 sheets)
- Load Rating Chart (1 sheet)
- Summary of Quantities (1 sheet)

Any utilities that will be attached to the new structure will be shown and labeled.

A temporary on-site diversion will be used at the project location to facilitate bridge replacement. American will prepare the following for the Temporary Bridge:

- General Notes (1 sheet)
- Plan and Elevation (1 sheet)

All structures design will be completed in accordance with the Design Criteria and Standards outlined in the Request for Letters of Interest for this project.

Task 1100 Bid Tabulation and Cost Estimating

American will prepare a Bid Tabulation that contains the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price/Unit Price Extension

This task includes the time necessary to prepare the 60%, 90% and Final Construction Cost estimates.

Task 1200 Optional Services

TASK 1201 – SUE

Quality Level 'A' Test Holes

American's SUE subconsultant will coordinate with our design team to determine critical areas where ASCE Quality Level "A" Locating (VVH test holes) are needed to verify potential subsurface utility conflicts with the American design. Approximately 8 test holes are estimated, with a minimum of 3 locations per utility. This task includes providing test hole data sheets, photographic evidence (when site conditions allow), collection, recording and presentation of data, and site restoration.

The traffic control plan will include general traffic control for test holes. The plan and permit will be updated to address any site specific requirement for test hole locations. A minimum of two flaggers for any flagging operations, and deploying cones, drums, barricades, or other devices as required in the approved traffic control plan.

SUE Surveying

American's SUE subconsultant will conduct all surveying services related to ASCE Quality Level "A" locating of subsurface utilities. This includes field surveying all test holes excavated. The survey will be performed using EFB data collecting software, using a segment within the survey database that does not conflict with the topographic survey being performed under Task 400.

The deliverable will be an updated 2D UTEXRD01.dgn file with the ASCE Quality Level "A" Locating (VVH test holes) having been added for American to again reference into their design plans. In addition, American's SUE subconsultant will provide a test hole data sheet, updated Subsurface Utility report and a Utility Verification sheet. The Utility Verification sheet can be inserted directly into the American plan set. The aforementioned deliverables will also be provided to SSMC for SSMC to incorporate into the survey deliverable as described under Task 400.

The final UTEXRD01 deliverable shall be in AutoCAD format (DWG).

TASK 1202 – SUPPLEMENTAL GEOTECHNICAL INVESTIGATION

If poor, erratic, or unanticipated subsurface conditions are encountered in the four abutment borings, two additional borings could be drilled in the center of the bridge. These borings would be drilled by coring through the existing concrete, setting a PVC casing through the core hole and driving it into the stream bed, and then drilling through the casing using the "mud" jetting technique and a Bentonite drilling mud. These two additional borings would be drilled to a depth of 120 feet below the existing bridge deck surface. Upon the completion of drilling, the bottom of the core holes would be filled with a plug and then topped with concrete.

DELIVERABLES

Documents

Geotechnical Report
Bridge Hydraulic Report
Bridge Development Report
Drainage Calculations
Roadway Design Documentation
Structural Design Calculations
Load Rating Report
Cost Estimate
Roadway & Bridge Construction Plans
Bid Tabulation
Specifications Package

American will provide four (4) plan submittals:

One (1) 30% submittal, one (1) 60% submittal, one (1) 90% submittal & one (1) Final, or "Released for Construction" submittal:

30% Submittal

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

- 30% Roadway Plans
- 30% Bridge Plans

Documents: One (1) Hard Copy and One (1) PDF Copy

- Bridge Development Report (includes Cost Estimate)
- Bridge Hydraulic Report
- 30% Geotechnical Report

30% Critical Path Items

Geotechnical Investigation, Survey, the Bridge Development Report and Bridge Hydraulic Report are the critical path items for this submittal. The geotechnical information and topographic survey will be required to develop the alternatives for the proposed bridge design hydraulic analysis.

60% Submittal

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

- 60% Roadway Plans
- 60% Bridge Plans

Documents: One (1) Hard Copy and One (1) PDF Copy

- Bridge Development Report (Approved, Signed & Sealed)
- Bridge Hydraulic Report (Approved, Signed & Sealed)
- 60% Structural Design Calculations
- 60% Roadway Design Documentation
- 60% Drainage Calculations
- 60% Geotechnical Report
- 60% Cost Estimate

60% Critical Path Items

Utility Coordination/SUE is the critical path item for this submittal. The utility information is critical to the development of proposed storm sewer profile for the project.

90% Submittal

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

- 90% Roadway Plans
- 90% Bridge Plans

Documents: One (1) Hard Copy and One (1) PDF Copy

- 90% Structural Design Calculations
- 90% Roadway Design Documentation
- 90% Drainage Calculations
- 90% Geotechnical Report
- Signed & Sealed Bridge Load Rating Report
- 90% Cost Estimate
- Preliminary Specifications Package
- Preliminary Bid Tabulation

Final Submittal/"Release for Construction

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Signed & Sealed

- Final Roadway Plans
- Final Bridge Plans

In addition, One (1) CD containing all drawing files in AutoCADD DWG Format.

Documents: One (1) Hard Copy and One (1) PDF Copy unless additional formats are noted. All Design Calculations shall be signed & sealed.

- Structural Design Calculations
- Roadway Design Documentation
- Drainage Calculations
- Geotechnical Report
- Bridge Load Rating Report
- Cost Estimate (Excel)
- Specifications Package (Word)
- Bid Tabulation (Excel/Word)

Meetings

As described in scope.

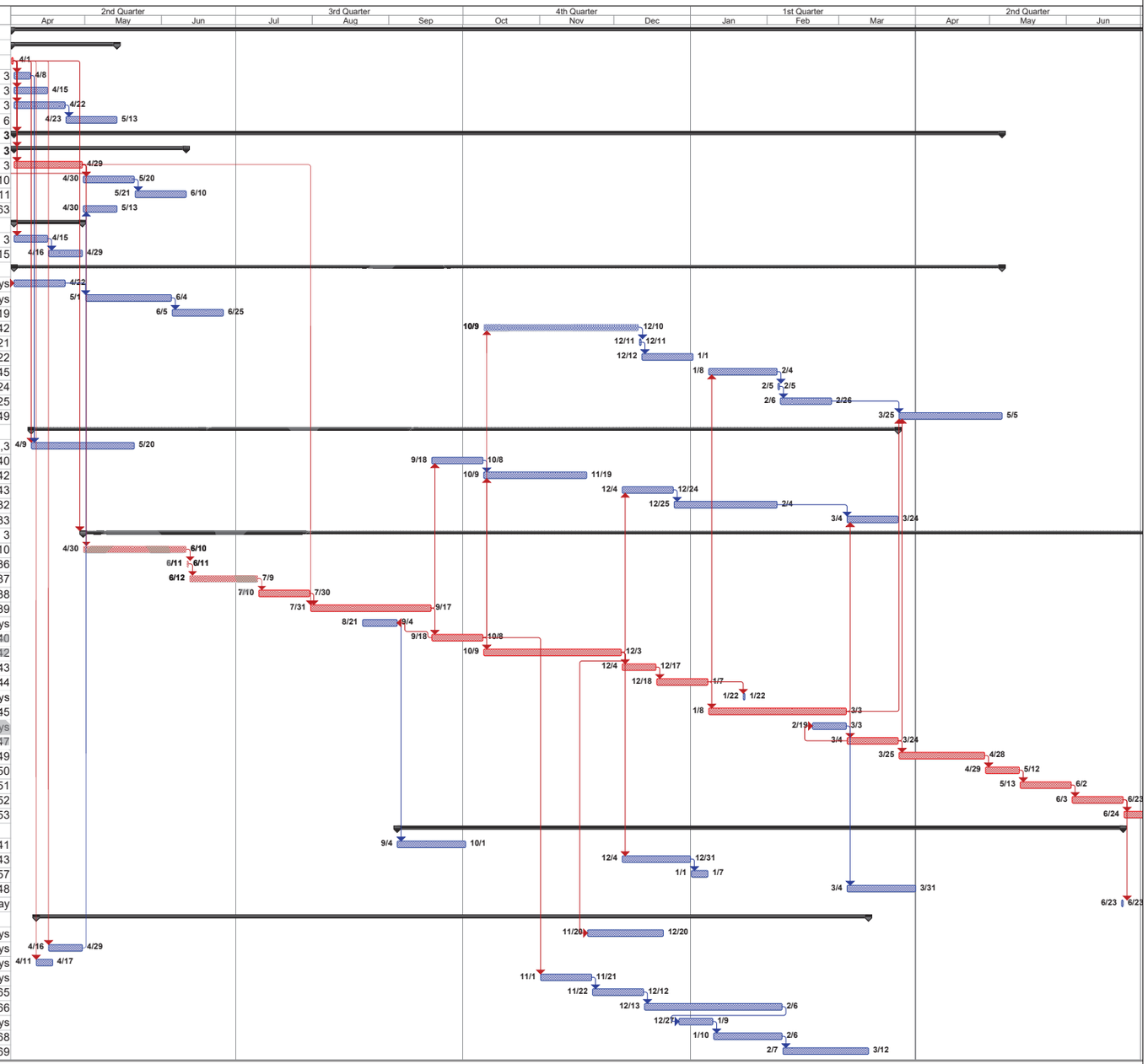
Schedule

American plans to complete Tasks 100 thru 1100 – TBD calendar days from notice to proceed. Optional services to be completed only upon authorization by the County. A schedule will be determined at the time of authorization.

American CONSULTING

PD 17-18.023 OC Philips Road over Brushy Creek (Bridge No. 484029):
FPID: 430468-1-38-01/FAIN No. D317-043-B
Escambia County, FL

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Schedule**	**337 days**	**Mon 4/1/19**	**Tue 7/14/20**	
2	**Project General Tasks & Public Involvement**	**31 days**	**Mon 4/1/19**	**Mon 5/13/19**	
3	Notice to Proceed	1 day	Mon 4/1/19	Mon 4/1/19	
4	Project Kick-Off Meeting	5 days	Tue 4/2/19	Mon 4/8/19	3
5	Project Schedule & QA/QC Plan	10 days	Tue 4/2/19	Mon 4/15/19	3
6	Community Awareness Plan (CAP)	15 days	Tue 4/2/19	Mon 4/22/19	3
7	County Review/Approve of CAP	15 days	Tue 4/23/19	Mon 5/13/19	6
8	**Field Investigation**	**286 days**	**Tue 4/2/19**	**Tue 5/5/20**	**3**
9	**Design Survey & R/W (SSMC)**	**50 days**	**Tue 4/2/19**	**Mon 6/10/19**	**3**
10	Design Survey	20 days	Tue 4/2/19	Mon 4/29/19	3
11	Office Survey	15 days	Tue 4/30/19	Mon 5/20/19	10
12	Approval of Control Survey, Centerline/Baseline	15 days	Tue 5/21/19	Mon 6/10/19	11
13	Survey Wetlands	10 days	Tue 4/30/19	Mon 5/13/19	63
14	**Utility Designating**	20 days	Tue 4/2/19	Mon 4/29/19	
15	Field Designations	10 days	Tue 4/2/19	Mon 4/15/19	3
16	Office Survey	10 days	Tue 4/16/19	Mon 4/29/19	15
17	**R/W**	**286 days**	**Tue 4/2/19**	**Tue 5/5/20**	
18	R/W Survey	15 days	Tue 4/2/19	Mon 4/22/19	10FS-20 days
19	Prepare R/W Control Maps	25 days	Wed 5/1/19	Tue 6/4/19	18FS+6 days
20	County Review & Approval of Control Maps	15 days	Wed 6/5/19	Tue 6/25/19	19
21	Prepare Preliminary RW Requirements	45 days	Wed 10/9/19	Tue 12/10/19	42
22	Submit Preliminary RW Requirements	1 day	Wed 12/11/19	Wed 12/11/19	21
23	County Review Preliminary RW Requirements	15 days	Thu 12/12/19	Wed 1/1/20	22
24	Prepare Final RW Requirements	20 days	Wed 1/8/20	Tue 2/4/20	45
25	Submit Final RW Requirements	1 day	Wed 2/5/20	Wed 2/5/20	24
26	County Review/Approve Final RW Requirements	15 days	Thu 2/6/20	Wed 2/26/20	25
27	Prepare/Review/Approve Final RW Maps	30 days	Wed 3/25/20	Tue 5/5/20	47,26,49
28	**Geotechnical (LMJ)**	**251 days**	**Tue 4/9/19**	**Tue 3/24/20**	
29	Phase I Data Collection, Analysis & Report	30 days	Tue 4/9/19	Mon 5/20/19	4,3
30	County Review of Phase I Geotechnical Report	15 days	Wed 9/18/19	Tue 10/8/19	40
31	Phase II Data Collection, Analysis & Report	30 days	Wed 10/9/19	Tue 11/19/19	30,42
32	County Review of Phase II Geotechnical Report	15 days	Wed 12/4/19	Tue 12/24/19	43
33	Prepare Final Geotech Report	30 days	Wed 12/25/19	Tue 2/4/20	32
34	County Review & Approve Final Geotechnical Report	15 days	Wed 3/4/20	Tue 3/24/20	47,33
35	**Design & Plans Preparation (All Disciplines)**	**316 days**	**Tue 4/30/19**	**Tue 7/14/20**	3
36	Develop Design Alternatives Based on Survey	30 days	Tue 4/30/19	Mon 6/10/19	10
37	15% Design Resolution Meeting	1 day	Tue 6/11/19	Tue 6/11/19	36
38	Typical Section Package & Variations/Exceptions	20 days	Wed 6/12/19	Tue 7/9/19	37
39	County Review/Approve of Typical Section Package	15 days	Wed 7/10/19	Tue 7/30/19	38
40	Phase I Plans (Roadway,BHR, BDR, etc.)	35 days	Wed 7/31/19	Tue 9/17/19	10,39
41	INTERNAL QC Phase I Plans	10 days	Wed 8/21/19	Wed 9/4/19	42SF-10 days
42	County Review of Phase I Plans	15 days	Wed 9/18/19	Tue 10/8/19	40
43	Phase II Plans (Roadway, Drainage & Structures)	40 days	Wed 10/9/19	Tue 12/3/19	42
44	INTERNAL QC Phase II Plans	10 days	Wed 12/4/19	Tue 12/17/19	43
45	County Review of Phase II Plans	15 days	Wed 12/18/19	Tue 1/7/20	44
46	Post Phase II Review Workshop	1 day	Wed 1/22/20	Wed 1/22/20	45FS+10 days
47	Phase III Plans (Roadway, Drainage & Structures)	40 days	Wed 1/8/20	Tue 3/3/20	45
48	INTERNAL QC Phase III Plans	10 days	Wed 2/19/20	Tue 3/3/20	49SS-10 days
49	County Review of Phase III Plans	15 days	Wed 3/4/20	Tue 3/24/20	47
50	Phase IV Plans (Roadway, Drainage & Structures)	25 days	Wed 3/25/20	Tue 4/28/20	49
51	INTERNAL QC Phase IV Plans	10 days	Wed 4/29/20	Tue 5/12/20	50
52	County Review of Phase IV Plans	15 days	Wed 5/13/20	Tue 6/2/20	51
53	Final Plans (Roadway, Drainage & Structures)	15 days	Wed 6/3/20	Tue 6/23/20	52
54	County Acceptance of Final Plans	15 days	Wed 6/24/20	Tue 7/14/20	53
55	**Utility Coordination**	**210 days**	**Wed 9/4/19**	**Tue 6/23/20**	
56	Utility Coordination Phase I	20 days	Wed 9/4/19	Tue 10/1/19	41
57	Utility Coordination FYI	20 days	Wed 12/4/19	Tue 12/31/19	43
58	Optional VVH (if needed)	5 days	Wed 1/1/20	Tue 1/7/20	57
59	Utility Coordination Phase II	20 days	Wed 3/4/20	Tue 3/31/20	48
60	Utility Certification	1 day	Tue 6/23/20	Tue 6/23/20	53FS-1 day
61	**Environmental & Permitting (Scalar)**	**241 days**	**Thu 4/11/19**	**Thu 3/12/20**	
62	Pre-application Meeting with NWFWMD & USACE	23 days	Wed 11/20/19	Fri 12/20/19	43FS-10 days
63	Wetland Delineation & Wildlife Survey	10 days	Tue 4/16/19	Mon 4/29/19	3FS+10 days
64	USCG Bridge Project Questionnaire	5 days	Thu 4/11/19	Wed 4/17/19	3FS+7 days
65	Prepare Permit Application(s)	15 days	Fri 11/1/19	Thu 11/21/19	42FS+17 days
66	County Review of Permit Applications	15 days	Fri 11/22/19	Thu 12/12/19	65
67	Agency Review of Permit Applications	40 days	Fri 12/13/19	Thu 2/6/20	66
68	Respond to RAI from Permitting Agencies	10 days	Fri 12/27/19	Thu 1/9/20	67FS-30 days
69	Agency Review of response to RAI	20 days	Fri 1/10/20	Thu 2/6/20	68
70	Receive Permits	25 days	Fri 2/7/20	Thu 3/12/20	69





FEE SUMMARY



Consultant	Contract Detail		Consultant Totals			
American Consulting Engineers of Florida, LLC Home						
Labor(Unloaded)		$	103,376.84			
Overhead%	184.05%	$	190,265.07			
Operating Margin + CDAF%	27.00%	$	27,911.75			
FCCM%	0.1710%	$	176.77			
Loaded		$	-			
Premium O/T		$	-			
Straight O/T		$	-			
Expense %	5.24%	$	5,416.95			
Consultant Cost:		$	327,147.38	**Contract Total:**	$	634,175.53

SUBCONSULTANTS

Cardno, Inc. Home	$	31,944.92
Larry M. Jacobs & Associates, Inc. Home	$	37,188.70
Scalar Consulting Group Home	$	20,674.37
Sigma Consulting Group, Inc. Home	$	147,590.16
Southeastern Surveying and Mapping Corporation Home	$	69,630.00
	$	-

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15729 **County Administrator's Report 14. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Purchase of Three 2019 International MV607 SBA LP Horton Ambulances
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Three 2019 International MV607 SBA LP Horton Ambulances - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of three 2019 International MV607 SBA LP Horton Ambulances:

A. Authorize the County to utilize the Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chief's Association Contract, FSA18-VEF13.0, Specification #03, 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 Purchase Order for the purchase of three 2019 International MV607 SBA LP Horton Ambulances for the Public Safety EMS Department to REV RTC, Inc., d/b/a Hall Mark RTC, in the amount of $909,525, for three units ($303,175 times three units = $909,525), according to the specifications outlined in Specification Number VE 18-19.005.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for 30 days. No responses were received from local vendors.

[Funding: Fund 352, LOST III; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; $703,064.00; and Fund 408, Emergency Services; Cost Center 330302, EMS Operations; Object Code 56401, Machinery & Equipment; $206,461.00, Total: $ 909,525.00]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from the State of Florida Contract, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specification for VE 18-19.005, Public Safety EMS Department Purchase of three 2019 International MV607 SBA LP Horton Ambulances was posted beginning on December 17, 2018, for a period of thirty days. No bids were received.

The Public Safety EMS Department originally requested a quote from Horton for four ambulances. During the process of creating the advertisement, the department requested that the quantity be increased to eight units. A new quote was received and there was no change in the pre-unit price. Eight units were posted in the solicitation/advertisement on the County web site. Once the thirty-day period passed, the department requested that the recommendation for purchase be made for just three units.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment; $703,064.00, Fund 408, Emergency Services; Cost Center 330302, EMS Operations; Object Code 56401, Machinery & Equipment; $206,461.00, Total: $ 909,525.00

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; Exemptions; and Section 46-64 Board approval, and award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Specifications
Quotation

The Escambia County (Florida) Public Works Department desires to purchase:

Quantity: Eight (8) ea.

Base Description: **VE 18-19.005**

Year: 2019

Model: 2019 International MV607 SBA LP Horton Ambulances (each with Stryker Power-LOAD System and Power-PRO XT)

Color: White

Equipment: To be equipped per specifications noted below.

Warranty: Standard vehicle warranty applies.

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Contract Used to Obtain Original Quote:

Florida Sheriff's Association Contract FSA18-VEF13.0, Specification #03

Delivery required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

$303,175.00 each

Total Purchase: $2,425,400.00

Specification Number VE 18-19.005 – Escambia County (Florida) Public Works Department 2019 International MV607 SBA LP Horton Ambulances (each with Stryker Power-LOAD System and Power-PRO XT)

Posting Date	December 17, 2018
Due Date for Offers	January 23, 2019
Depart. Contact	Thomas Bannon 850-937-2123
Fleet Maint.	

VE 18-19.005 – Escambia County (Florida) Public Works Department 2019 International MV607 SBA LP Horton Ambulances (each with Stryker Power-LOAD System and Power-PRO XT)

Offers for the sale of vehicles meeting the specifications for VE 18-19.005 Escambia County (Florida) Public Works Department 2019 International MV607 SBA LP Horton Ambulances (each with Stryker Power-LOAD System and Power-PRO XT) as listed will be accepted until **5:00 PM CDT on January 23, 2019.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeffrey Lovingood, Purchasing Specialist
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE18-19.005 Escambia County (Florida) Public Works Department 2019 International MV607 SBA LP Horton Ambulances (each with Stryker Power-LOAD System and Power-PRO XT) and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Quote # QUO0000002868

Prepared For:
Escambia County
6675 North 'W' St
Pensacola, Florida 32505
Phone:
Fax:

Presented By:
Hall-Mark RTC
725 SW 46th Ave
Ocala, FL 34474
Phone: 800-524-6072
Fax: 352-629-2018

Option	QTY	Description
Chassis		
SR00022390	**1**	**CHANGE NOTICE 10: This unit is to be change notice 10 compliant.**
1000-0002	**1**	**AMBULANCE SPECIFICATIONS**
SR00022527	**1**	CHASSIS, 2019 MV607 SBA LP (MV60H) (INTERNATIONAL) **The chassis required to complete the ambulance conversion shall be supplied by Horton.**
SR00020229	**1**	**INTERNATIONAL MV CHASSIS PRICE ENTERED**
1000-0085	**1**	**CHASSIS ORDERED WITH ALUM WHEELS, MD** The chassis will include aluminum OEM wheels.
SR00020284	**1**	Special Instruction - Chassis Modificaiton Hardware -supply and install a safety vision mini DVR system on the front windshield 2" below "AMBULANCE" lettering. **-Run the wiring over the headliner and down the right side cab pillar into the OEM chassis fuse box. Tie the red and yellow wires together using fusible link and wire into continuous hot 12V power at that location.**
1000-0453	**1**	**PASS THROUGH CAB/MODULE, INTERNATIONAL** Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.
SR00020250	**1**	PASS THROUGH WINDOW: Do not install sliding acrylic on the pass-through window. **Install a trim ring around the cab side of the pass-through to duplicate previous vehicles. Trim lock must be glued in place.**
1000-0468	**1**	**NAVISTAR HUB/LUG COVERS, 10 LUG**

Option	QTY	Description
		Install chrome finish hub and lug nut covers for International 10 lug wheels.
1000-0073	**1**	**TIRE SIZE, 19.5", MEDIUM DUTY:** This chassis is specified to have 19.5" tires.
1000-0075	**1**	**CHASSIS IS EQUIPPED WITH AIR BRAKES** This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.
1000-0080	**1**	**CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST** The chassis specified above is to include a horizontal exhaust.
SR00020239	**1**	EXHAUST NOTE: **TSC modified to exit streetside**
1000-0083	**1**	**STANDARD CAB HEIGHT** The specified chassis will have the standard cab height.
1000-0346	**1**	**MUD FLAPS, REAR, LARGE W/LOGO** Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
SR00020260	**1**	REAR MUD FLAPS: **Attach flaps with locking nuts and locktite**
1000-0088	**1**	**REAR DOCK BUMPERS, WIDE** Install two (2) wide style black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
1000-0090	**1**	**REINFORCE REAR BUMPER END CAPS** Reinforce end caps of rear bumper for greater impact resistance.
1000-0145	**1**	**STEP/TANK TRIM SINGLE CAB INT. STD HEIGHT** Install diamond plate step well covers on both the curb and street side cab step wells. The covers shall sized appropriately for a standard cab.
SR00022392	**1**	**BATTERIES: Batteries are to be located on a pull out tray in the passenger cover.**
1000-0229	**1**	**REAR STEP/ BUMPER ASSEMBLY, INTERNATIONAL** Install a diamondplate rear step/bumper assembly with flip-up center section.
SR00020290	**1**	Rear step/Bumper Assembly -This step to be installed 3.00" from the rear diamond plate riser to the back of the step. -Install a custom lift up center section with a 1.00" high notch in lower edge of the rear vertical diamond plate edge to prevent cot runners from dragging on the step when it is in the up position. Reinforce lift up section with flat stock. **- Step reinforcement must be 1.5" box tubing with (2) equally spaced dividers for support. Duplicate of previous vehicles.**
SR00020312	**1**	Special Instruction-Chassis Modification Hardware

Option	QTY	Description
		-Install jump start studs on the rear of the passenger side cab step facing body.
BODY		
SR00020319	**1**	REAR DOOR INCREASE: **Increase height of rear doors 2" to match previous vehicles. See drawing.**
SR00020225	**1**	AMBULANCE BODY **Conversion model is to be a 603A using an International chassis with 102" CA.**
SR00021997	**1**	CRASH BARRIER SAFETY CONFIGURATION The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment. Compartment to include standard LED strip lighting. Install (2) diamond plate shelves setup per drawing. NOTE: Full height crash barrier compartment to be 22"W (OD) to duplicate previous vehicles. **-NOTE: location of bottle storage in the subfloor area per drawing. The floor of crash barrier to be open to allow access to the O2 bottles from inside the module.**
2000-0013	**1**	**HEADROOM, 72"** The headroom is to be 72".
2000-0625	**1**	**ALUM. DIAMONDPLATE AT SIDE STEPWELL** Fabricate the stepping surface inside the side access door using polished aluminum diamond treadplate.
2000-0245	**1**	**DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT** Fabricate curbside of body with 6" drop skirt. To include two step side entry.
2000-0247	**1**	**NO BODY DROP, STREETSIDE** The streetside body forward of the rear wheels will not have a drop skirt.
2000-0250	**1**	**SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE** Install standard sound control package.
SR00020226	**1**	WINDOWS: REAR ENTRY WINDOWS: Privacy window tinted. SIDE ENTRY WINDOW: **Privacy window tinted, solid ilos sliding.**
2000-0265	**2**	**EMERGENCY RELEASE, REAR DOORS** Install standard emergency release knobs on top and bottom of the rear module entrance doors.

Option	QTY	Description
2000-0704	**1**	**EMERGENCY RELEASE, SIDE ACCESS DOOR** Install emergency release knobs on top and bottom of the side module entrance door.
2000-0813	**1**	**VI-TECH MOUNTING, INTERNATIONAL** Install standard Vi-Tech body mounts.
2000-0269	**1**	**STAINLESS STEEL SPLASH SHIELDS** Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
2000-0510	**1**	**FENDER, STAINLESS** Install a stainless steel fender at the streetside rear wheelwell location. Fender for standard wheel opening with no drop skirt.
2000-0690	**1**	**FENDERS, STAINLESS, STD, CS 6" DROP SKIRT** Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
2000-0274	**1**	**DIAMOND PLATE RUB RAILS** Aluminum diamond plate lower body rub rails are to be installed along the bottom of the body on each side fore and aft of the rear wheels.
2000-0652	**1**	**STANDARD CORNER GUARDS** Install standard height polished diamondplate corner guards.
2000-0281	**1**	**REAR DOOR HOLD OPENS, GRABBER** Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0584	**1**	**REAR RISER ADP** The rear riser is to be fabricated out of polished aluminum diamondplate.
2000-0687	**1**	**LICENSE PLATE, CENTER REAR RISER** Drill two mounting holes for the rear license plate centered in the rear riser. Install an LED license plate light. include bolts with which the plate shall mount.
2000-0598	**20**	**DOOR REFLECTORS** All patient compartment entry doors to include standard red reflectors.
SR00020298	**1**	Reflectors **IATS - Install on all compartment doors.**
COMPARTMENTATION		
SR00020281	**1**	**Louvers are to be stamped facing down ILOS in all compartments.**
2900-1571	**1**	**STREETSIDE FORWARD COMPARTMENT** The height of the streetside front compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.

Option	QTY	Description
2000-0400	**1**	**SS FORWARD COMPT. DIAMONDPLATE** The streetside forward compartment is to be fabricated from diamondplate.
2900-0004	**1**	**ADJUSTABLE SHELF STREETSIDE FRONT - 60" from floor of compartment - Diamond plate** Install diamond plate adjustable shelving in the streetside forward compartment. Locate as noted.
2900-0095	**1**	**SILL PLATES, STREETSIDE FRONT** Install a stainless sill plate on the streetside forward compartment.
2900-1575	**1**	**STREETSIDE INTERMEDIATE COMPARTMENT** The height of the streetside intermediate compartment is to be reduced to allow space for an interior cabinet located below the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
2000-0402	**1**	**SS INTRMDT COMPT. DIAMONDPLATE** The streetside intermediate compartment is to be fabricated from diamondplate.
SR00020292	**1**	HOPS SYSTEM **NOTE: Locate the access port for the HOPS diagnostics outside of the closeout so that it is accessible without removing the closeout.**
2900-4050	**1**	**SHELF PULL OUT TRAY, STREETSIDE INT** Diamond plate pull-out tray with Accuride slides installed in the location noted above.
SR00020316	**1**	PULL OUT TRAY NOTES: Locate: 4: down from electrical equipment. Track to be full height. **-Tray to lock in the "IN" and "OUT" position and be adjustable.**
2000-0587	**1**	**CEILING MOUNTED ELECTRICAL EQUIPMENT** Add-on electrical equipment is to be installed on the ceiling of the streetside intermediate compartment.
2900-0252	**1**	**EXPANDED METAL CAGE, STREETSIDE INTERMEDIATE** Install an expanded metal cage around the onboard electrical equipment per location noted above. Include access ports to equipment with grip lock around the edges of the openings.
2900-4005	**1**	**SILL PLATES, STREETSIDE INTERMEDIATE** Install a stainless sill plate on the streetside intermediate compartment.
8000-0145	**1**	**SS WHEELWELL COMPARTMENT, DELETE** Vehicle is not equipped with a streetside wheelwell compartment.
2900-1578	**1**	**STREETSIDE REAR COMPARTMENT**

Option	QTY	Description
		The height of the streetside rear compartment is to be full height of the available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
SR00020245	**1**	STREETSIDE REAR COMPARTMENT The dimensions of the streetside rear compartment are to be as shown in the drawings. Compartment is to include standard LED strip lighting and double hinged doors. **Note: Compartment dimensions are to match previous unit - #18571.**
2000-0404	**1**	**SS REAR COMPT. DIAMONDPLATE** The streetside rear compartment is to be fabricated from diamondplate.
2900-0141	**1**	**FIXED SHELF STREETSIDE REAR - This will be for Danhard unit that is going below the shelf for the I/O.** Install a fixed diamond plate shelf in the streetside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.
2900-0145	**1**	**ADJUSTABLE SHELF STREETSIDE REAR - Centered in I/O - Diamond plate** Install diamond plate adjustable shelving in the streetside rear compartment. Locate as noted.
2900-4007	**1**	**SILL PLATES, STREETSIDE REAR** Install a stainless sill plate on the streetside rear compartment.
2900-1583	**1**	**CURBSIDE REAR COMPARTMENT** The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0409	**1**	**CS REAR COMPT. FLAT ALUMINUM** The curbside rear compartment is to be fabricated from flat aluminum.
SR00020227	**1**	CURBSIDE REAR MODIFICATION: Compartment width - Curbside rear **Width modification - decrease 4"**
SR00020273	**1**	Curbside Rear compartment -In addition to decreasing width of cmpt 4", add a 3" offset in right hand side of cmpt that protrudes into the door opening for 75" of usable length in bench. -Install an aluminum angle 60" from floor of this cmpt to prevent 72" backboards from falling out. Cover the angle with gray stick-on rubber matting. It will be necessary to load the backboards top first in behind the angle. Mount angle with bolts ILO screws.

Option	QTY	Description
		-Install an angled trim piece in the left rear corner of the cmpt and cover with rubber matting. This piece is to close off the wiring from the recessed switch panel in the riser.
2900-0148	**3**	**ADJUSTABLE SHELF CURBSIDE REAR - Rt side of divider for I/O access. Install bottom shelf 42" from floor of cmpt** Install diamond plate adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	**1**	**FIXED VERTICAL DIVIDER, CURBSIDE REAR - 12" from right wall** Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.
2900-4008	**1**	**SILL PLATES, CURBSIDE REAR** Install a stainless sill plate on the curbside rear compartment.
8000-0090	**1**	**CS INTRMDT COMPT, DELETE** Vehicle is not equipped with a curbside intermediate compartment.
2900-4010	**1**	**SILL PLATES, CURBSIDE FRONT** Install a stainless sill plate on the curbside forward compartment.
2900-1200	**1**	**MATEFLEX, BLACK** Black Mateflex is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
2900-0113	**1**	**RUBBER WALLS IN BB COMPT, GRAY** The interior of the backboard compartment is to be covered with gray rubber matting to protect equipment stored in this area.
PAINT AND GRAPHICS		
SR00020246	**1**	LETTERING NOTES: Color: Gold scotchlite with black outline/shade, 4" Style: Helvetica Unit ID numbers are: TBD Order the county graphic for each side from: Graphic Designs International 800-344-6853 **Contact: Christine Wilgus**
SR00020277	**1**	Stripe: custom Paint color: RED Paint Number: FLNA3042 -Install an 8.00" wide beltline stripe with 1.125" sapphire blue vinyl spaced .250" above and below stripe with "QRS" going into top of stripe. See drawing.

Option	QTY	Description
		-Add a lower skirt stripe with 1.125" blue vinyl starting at top of rear corner guard then a .250" gap then the painted stripe to the bottom of the body. -Refer to drawing -Sapphire blue vinyl listed in #220-37 PN#10001920 **-Duplicate of previous vehicles with the exception of the rear. Note: Chevrons on entire rear of vehicle.**
SR00020315	**1**	LETTERING: STREET SIDE: "ESCAMBIA COUNTY" (New artwork) Unit ID numbers are XX & XX (do not install on plates) CURBSIDE: "ESCAMBIA COUNTY" (New artwork) Unit ID numbers are XX & XX (do not install on plates) REAR: "DIAL 911" (ON REAR DOORS ABOVE WINDOWS) "BUCKLE UP" (ON REAR DOORS BELOW WINDOWS) "KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE) "300 FEET" (SIZE TO FIT) UNIT ID NUMBER ARE: *** SALESMAN TO PROVIDE *** NOTE ALL LETTERING ON REAR TO BE INSTALLED OVER THE REFLEXITE CHEVRON MATERIAL. FRONT: "AMBULANCE" (MIRROR IMAGE ON WINDSHIELD) UNIT ID NUMBER *** SALESMAN TO PROVIDE *** **Note: Reference 17948 for unit ID number placement.**
5000-0003	**1**	**CHASSIS PAINT: WHITE** Chassis color to be standard white.
5000-0007	**1**	**MODULE PAINT, WHITE** Paint module standard white to match chassis.
SR00020254	**1**	Diamond Grade Chevrons - Entire Rear Colors: RED/WHITE/BLUE per previous vehicles !!!Line the stripes up with the stripe coming off of each side. **!!! ILO Diamond grade supply and install reflexite per previous vehicles. Install all lettering on rear over the reflexite chevrons.**
5000-0071	**1**	**STAR OF LIFE, 36"** Install 36" star of life on the module body roof per 'K' requirements..

Option	QTY	Description
5000-0190	**3**	**ACCESS DOORS RED SCOTCHLITE STRIP** Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.
SR00020230	**1**	Special instruction - Module body hardware **Spray all thresholds normally covered with anti-skid tape with gray Line-X material. Do NOT install anti-skid tape.**
INTERIOR FEATURES		
SR00020221	**1**	I.V. Hooks Perko **Locate: (4) per overhead drawings.**
SR00020257	**1**	Special instruction - cabinet doors, handles **All interior hinged cabinet doors (acrylic and solid) are to be installed using stainless steel continuous hinge. Install nuts and bolts in all holes. Do not mix dissimilar metals.**
SR00020265	**1**	Manufacturer: Ferno Washington LP15 Monitor bracket with INTRAXX Kit #0001014 (change notice 10 compliant) **Location: Rearward end of inhalation counter per drawing. Reinforce underside of counter top.**
SR00020291	**1**	FIRE EXTINGUISHERS: Install (2) 10# ABC fire extinguishers #10007995 with #10007996 vehicle mounts at final inspection. PREVIOUS LOCATIONS: Bulkhead wall flush with floor far enough toward the stepwell so as not to interfere with the linen cabinet doors. **SS rear compartment left hand wall just above shelf to be accessible.**
2000-0288	**1**	**ACRYLIC COLOR: LIGHT TINT** All acrylic doors to be light tint.
2000-0294	**2**	**COUNTERTOP, MIDNIGHT PEARL - Fore and aft of CPR seat** Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Fabricate with coved edges around the interior perimeter of the retention lips. Color is to be Midnight Pearl. Locate as noted above.
2000-0592	**1**	**PAINTED STANDARD INHALATION AREA WALLS** The main wall action area walls are to be painted to match the remainder of the interior cabinets.
2000-0303	**1**	**INHALATION PANEL, LAMINATE COVERED** The inhalation panel is to be fabricated from composite material and covered with laminate to match to color selected.
SR00020308	**1**	INHALATION PANEL NOTE: **Panel to be angled and shortened 14" per drawing.**

Option	QTY	Description
2000-0456	**1**	**LONCOIN FLECKSTONE SAPPHIRE BLUE #152TS** The patient area floor is to be covered in Loncoin Fleckstone Sapphire Blue #152TS.
2000-2105	**1**	**WILSONART INDIGO D379, RISERS** The interior risers are to be made of reinforced structural composite board covered with Wilsonart Indigo #D379 laminate.
SR00022394	**1**	RISER NOTCH: Angle the notch in the main and CPR risers 4" to provide additional room around the cot. (Reference 18571) **Note: Smooth or cover all sharp corners.**
2000-0333	**1**	**LAMINATE COVERED LOWER DOOR PANELS** Finish lower section of interior patient compartment door panel with laminate as described in the Interior Color section.
2000-2100	**1**	**WILSONART BLACK #1595, ACCENT** The interior risers/door panels are to include an accent stripe. Color is to be Wilsonart Black #1595 laminate. Excludes 3-piece stainless steel panels.
2000-0441	**1**	**WILSONART FASHION GRAY #D381, WALLS** The interior walls are to be made of reinforced structural composite board covered with Wilsonart Fashion Gray #D381 laminate. This does not apply to areas surrounding the inhalation/CPR seat area.
2000-0667	**1**	**FASHION GREY CABINET COLOR** All interior cabinetry is to be painted Fashion Grey.
2000-0710	**1**	**CABINET PAINT TO BE TEXTURED** The specified cabinet paint is to have a textured finish.
2000-0670	**1**	**FLINT GREY VINYL COLOR** All seat cushions, backrests and vinyl closeouts are to be covered in Flint Grey colored material.
2000-0327	**1**	**USSC, BLACK 4-POINT, FLINT GREY** Install a rear facing Flint Gray USSC high back bucket seat with black integral 4pt seatbelt and detachable safety vest. Locate at the front of the patient compartment near the head of the cot.
SR00020297	**1**	SEAT BASE: Base is to be covered in stainless steel and include a vented access door on the aisle side. Note: Heat/AC in linen cabinet. **Reference #18571**
2000-0680	**1**	**4 POINT SEAT BELT CENTER OF BENCH, BLACK** Install black 4-pt seatbelt with safety vest at the center position of the squad bench.
2000-0681	**1**	**4 POINT SEAT BELT FOOT OF BENCH, BLACK** Install black 4-pt seatbelt with safety vest at the foot position of the squad bench.
2000-0682	**1**	**4 POINT SEAT BELT HEAD OF BENCH, BLACK**

Option	QTY	Description
		Install black 4-pt seatbelt with safety vest at the head position of the squad bench.
2000-0683	**1**	**4 POINT SEAT BELT, CPR SEAT, BLACK** Install black 4-pt seatbelt with safety vest at CPR seat location.
2000-0605	**1**	**ALUMINUM INTERIOR CABINETS** All interior cabinets are to be fabricated from aluminum.
3000-1118	**1**	**TUBULAR AIRBAG, ATTENDANT'S SEAT** Install a tubular airbag at the attendant's seat. Unit uses an angled upper inhalation cabinet and does not include a cabinet beneath the main countertop.
3000-1125	**1**	**HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT** Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1124	**1**	**ROLL SENSOR** Install roll sensor in the standard location. Unit includes curbside airbag(s).
3000-1127	**1**	**TUBULAR AIRBAG, CPR SEAT LOCATION.** Install a tubular airbag forward of the CPR seat.
2000-0575	**1**	**CABINET TRIM RADIUSED** Install smooth radiused trim molding on all applicable interior cabinets.
2900-0202	**1**	**I.V. HOOKS: PERKO BENCH FOOT** Install a Perko clip style IV hanger over the bench foot area.
2900-0212	**1**	**IV HANGER, CP WITH RUBBER ARM COT FOOT** Install a Cast Products recessed IV hanger with rubber arm over the cot foot area.
2900-0207	**1**	**IV HANGER, CP WITH RUBBER ARM BENCH CHEST** Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.
2000-0414	**1**	**GRAB RAIL: (2) 2FT ANTI MIC. OVER COT** Install (2) 2 foot main grab rails with anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-0569	**1**	**GRAB RAIL: 6FT WITH ANTI-MIC, OVER BENCH** Install 6 foot main grab rail with anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-0574	**1**	**VERT GRAB RAIL, 2 FT. ANTI-MIC REAR DOORS** Install a 2 foot grab rail with anti-microbial coating. Locate to the curb side just inside the rear entry doors mounted vertically.
2000-0419	**1**	**PATIENT DOOR GRAB RAILS: ANTI-MICROBIAL**

Option	QTY	Description
		Install standard 'V' shaped grab rails with anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	**1**	**CEILING MATERIAL, PLATINUM WHITE COMPOSITE** The standard module ceiling material shall be platinum white aluminum composite.
STREETSIDE CABINETRY		
2000-0339	**1**	**LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM** Install a storage cabinet behind the attendant seat. Cabinet to be sized for installation of the HVAC system in the bottom.
SR00020269	**1**	LINEN CLOSET NOTES: -Note doors to be designed differently for use with customer-supplied locks. Pre-punch holes for locks making sure that the arms on the locks will reach to secure the door. -Upper electronics door to include a square vent in door to duplicate previous. refrigerator door is to be vented. -Install large rubber bumpers on all doors to keep them from hitting the front bulkhead. -Trim refrigerator opening sufficiently to eliminate any existing sharp edge. Install drain line on the refrigerator drain pan. -Trim refrigerator door with grip lock to eliminate sharp edges. -Ship loose both keys that come with the two customer-supplied locks. **Reference #18571**
SR00020293	**1**	NORCOLD REFRIGERATOR: Locate: Linen cabinet below electronics. Note: Install behind a perforated D/A finished aluminum door. Door to have welded corners. Install two customer-supplied locks. Note that holes for locks to be pre-punched and located so as to allow the arms to reach to latch. Ship loose the two keys that come with the two customer-supplied locks. !!! Install a drain line for the refrigerator. **!!! Install dedicated battery hot power to refrigerator inside cabinet where it is installed.**
2900-1076	**1**	**FIXED SHELF, UPPER LINEN CLOSET** Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-1082	**1**	**FIXED SHELF, LINEN CLOSET, LOWER SECTION** Fab and install a fixed aluminum shelf in the lower section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-2029	**2**	**SOLID LAMINATE-COVERED LINEN CLOSET DOOR** Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
2900-1070	**1**	**PIANO HINGE FOR LINEN CLOSET TOP DOOR** The upper linen cabinet door(s) is/are to use piano style hinge.
2900-1072	**1**	**PIANO HINGE FOR LINEN CLOSET MIDDLE DOOR** The middle linen cabinet door(s) is/are to use piano style hinge.

Option	QTY	Description
2900-1056	**1**	**SOUTHCO HD LOCKING LATCH FOR LINEN CLOSET DOOR TOP** Install a stainless flush mount HD locking Southco pull latch on the upper linen cabinet door.
2000-0343	**1**	**STREETSIDE WALL WITH CPR SEAT** Street side cabinet wall to include a CPR seat.
2000-0310	**1**	**CPR SEAT, 28" WIDTH** Streetside CPR seat width to be 28".
2900-4087	**1**	**ANGLED UPPER CABINET, FORWARD OF CPR SEAT** The upper cabinet forward of the CPR seat is to be angled.
2000-2050	**1**	**CUSTOM CABINET, Cabinet 1 - Dimensions: 52.50"W x 14.75"H x 16"D - Location: UPPER REAR OF MAIN (ABOVE I/O)** Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
2000-0396	**1**	**ACRYLIC SLIDING, Cabinet 1** Cabinet specified above is to have sliding acrylic doors.
2900-0117	**1**	**LIFT UP CABINET FRAMES INTERIOR Cabinet 1** Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and latches.
2900-0061	**1**	**INTERIOR SHELVING Cabinet 1** Install painted adjustable shelving in cabinet #1.
2000-2051	**1**	**CUSTOM CABINET, Cabinet 2 - Dimensions: 14.75"W x 12.75"H x 16"D - Location: BELOW REAR COUNTER** Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.
2900-2181	**1**	**ACRYLIC HINGED DOOR, Cabinet 2** Cabinet specified above is to have a 3/8" acrylic bottom hinged flip-down door.
2900-0281	**1**	**LATCH, HINGED DOOR: SOUTHCO SS Cabinet 2** Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2900-0321	**1**	**PIANO STYLE HINGE Cabinet 2** Cabinet #2 door(s) is/are to use piano style hinges.
2900-4103	**1**	**LIFT UP CABINET FRAMES, UPPER INHALATION CABINET** Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and latches.
2000-2058	**1**	**UPPER INHALATION CABINET - 38.75"W x 12.75"H x 16"D**

Option	QTY	Description
		Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2900-1102	**1**	**ACRYLIC SLIDING DOORS, UPPER INHALATION CAB.** Cabinet specified above is to have sliding 3/8" acrylic doors.
2900-1094	**1**	**INTERIOR SHELVING, UPPER INHALATION CABINET** Install painted adjustable shelving in upper inhalation cabinet.
2000-2059	**1**	**LOWER INHALATION CABINET - 50.75"W x 12.75"H x 16"D** Cabinet below the inhalation area dimensions are to be as noted above. Note that dimensions are I.D.
2900-1125	**1**	**ACRYLIC SLIDING DOORS, LOWER INHALATION CAB.** Cabinet specified above is to have sliding acrylic doors.
2000-0344	**1**	**PULL OUT WRITING TABLE** Install a pull out writing table below the inhalation counter top. The writing surface is to be positioned for use at the attendant seat location.
SR00020261	**1**	**WRITING TABLE NOTE: Install below inhalation counter in cabinet so cabinet door must be opened to access the writing tray. Use bolts ILO screws to mount tray.**
2000-0347	**1**	**STORAGE BENEATH THE CPR SEAT** Provide a hinged CPR seat cushion with storage located underneath.
SR00020231	**1**	CPR AREA NOTES: - Riser will be notched 4" to mirror the bench seat. (Reference 18571) **- CPR seat will be 20"D to accommodate notch.**
SR00020242	**1**	Inside/Outside access to cmpt location Locate: Streetside rear compartment per drawing. DOOR: Install a Roll-Up style door. **Reference #18571**
2000-0348	**1**	**RECESSED PADDLE LATCH. CPR SEAT** Provide a recessed paddle latch in the cabinet riser to secure access to the CPR seat storage area.
2900-0347	**1**	**STANDARD S/W DISPOSAL, RECESSED IN ACTION AREA** Install sharpes and waste disposal in a metal container recessed into the inhalation counter top. Access to the waste receptacle shall be through a spring loaded door. The neck of the sharps

Option	QTY	Description
		container shall protrude through the top surface of the receptacle. Disposal of both containers shall be accessible by raising a hinged aluminum lid.
CURBSIDE CABINETRY		
SR00020247	**1**	COVIDIEN SHARPS: Install a recess in the forward facing rear bench wall sized to accommodate a Covidien 8506SA Sharps-Safety container (Customer has shipped us a container for sizing). Recess so face of container is flush with the wall. Include closeout in the compartment. **Reference #18571**
SR00020288	**1**	Special instruction, curbside cabinetry: **!!! Delete the standard aluminum angle trim and install stainless steel plate on bottom of squad bench cushion ILOS.**
2000-0359	**1**	**SQUAD BENCH WITH NO CUPS OR WELLS** Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
SR00020303	**1**	SQUAD BENCH NOTES: - Must have 75" bench length - Install a 4" angled notch in the bench. (Match 18571) **- Small fixed cushion at the head of the bench.**
SR00020311	**1**	**CRASH BARRIER: Install a full height crash barrier compartment with an I/O at the head of bench. Include a full height Robinson roll up door for the I/O.**
SR00020222	**1**	Special Instruction, Curbside Cabinetry **Install a storage area for three "D" bottles in the cabinet at the head of the bench. The bottles are to be accessible from the stepwell with an exterior style door with Trimark handle. This will create a "floor" inside the compartment at about interior floor level. Bottom will only be accessible from the exterior. This will pass through cabinet at head of bench and protrude into end of bench pan. See drawing. To include rubber strips along the bottom to hold the bottles in place. Bottle storage housing to be welded into compartment.**
2000-0378	**1**	**CURBSIDE FORWARD BENCH AIR BAG** Install (1) inflatable tubular head cushion (airbag) at the forward seating position of the curbside bench.
2000-0379	**1**	**CURBSIDE REAR BENCH AIR BAG** Install (1) inflatable tubular head cushion (airbag) at the rearward seating position of the curbside bench.
2000-0744	**1**	**DOUBLE CUSHION SQUAD BENCH** The squad bench cushion is to be two piece.
2000-0380	**1**	**BENCH HOLD OPENS: GAS** Install gas spring hold opens on squad bench lid.
2000-0381	**1**	**BENCH HOLD-DOWN: PADDLE LATCHES (PAIR)**

Option	QTY	Description
		Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.
2000-0382	**1**	**BENCH CUSHION EDGE TRIM:** Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
2000-0383	**1**	**BENCH BACK CUSHION: FULL SIZE** Install full size bench backrest cushion.
2000-0516	**1**	**S/W ON A TIP OUT DOOR, FORWARD BENCH** Install a tip-out under the head of the squad bench facing the aisle. This door will house both sharps and waste containers. Containers are to be supplied by Horton. Paint cabinet to match interior.
2900-0056	**1**	**BENCH CABINET, HINGED W/GLOVES & O2 OUTLET** Fabricate and install a bench ceiling cabinet above the squad bench with lift up Plexiglas doors. The forward section is to be dedicated to glove storage. This section to include space for three (3) glove boxes with oval access holes. The door over this area is to be hinged. Space is to be provided forward of the glove storage for one O2 outlet.
2900-1130	**1**	**SOUTHCO LATCH OVERHEAD BENCH CABINET** Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1136	**1**	**PIANO HINGE FOR OVERHEAD BENCH CABINET** The bench ceiling cabinet(s) is/are to use piano style hinge.
2900-0136	**1**	**PASS-THROUGH ACCESS, CURBSIDE REAR** Provide I/O access into the curbside rear compartment per drawings.
2900-0400	**1**	**CS REAR I/O ACCESS DOOR, HINGED ACRYLIC** The compartment pass-through specified above is to have a 3/8" acrylic vertically hinged door.
2900-0403	**1**	**CS REAR I/O DOOR HINGE, PIANO STYLE** The curbside rear I/O door is to use a piano style hinge.
2900-0405	**1**	**CS REAR I/O DOOR LATCH, SOUTHCO SS**
SR00020223	**1**	**PASS THOUGH NOTES: Refer to truck 18571 for I/O layout.**
FRONT WALL CABINETRY		
2900-0074	**1**	**FRONT WALL CABINET, DIAMOND PLATE INTERIOR** The front wall cabinet shall be arranged per drawing. Additional configuration information may follow. Cabinet interior is to be polished aluminum diamondplate.
2900-1038	**1**	**ADJUSTABLE SHELF, UPPER FRONT WALL TOP CABINET** Fab and install an adjustable aluminum shelf in the upper section of the front wall cabinet as noted. Shelf is to be painted to match the cabinet color.

Option	QTY	Description
2900-1039	**1**	**FIXED SHELF FRONT WALL MIDDLE CABINET** Fab and install a fixed aluminum shelf in the center section of the front wall cabinet as noted. Shelf is to be painted to match the cabinet color.
2900-1042	**1**	**ADJUSTABLE SHELF, LOWER FRONT WALL CABINET** Fab and install an adjustable aluminum shelf in the lower section of the front wall cabinet as noted. Shelf is to be painted to match the cabinet color.
COT MOUNT		
SR00020300	**1**	WINCH PLATES: INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. PROVIDE POWER FOR TRANSAFE WINCH SYSTEM UNDERNEATH THE ATTENDANT'S SEAT NEXT TO THE HINGED DOOR FOR EASY ACCESS WHEN NEEDED PER PREVIOUS UNITS. ATTACHED CUSTOMER-SUPPLIED CABLE AND LEAVE COILED UNDER THE BASE. USE THE CUSTOMER SUPPLIED TEMPLATE PROVIDED FOR THE PREVIOUS ORDER TO LAY OUT PLATES. **REINFORCE UNDERBODY AS NEEDED FOR THIS APPLICATION.**
2000-0600	**1**	**POWER LOAD, RAIL ONLY, CENTERED - Cot Type: None** Supply and install a floor plate assembly kit only for a Stryker Power load system. Locate in the center position. Note: this option does not comply with GSA change notice 8. Certification cannot be provided unless Horton installs the entire mount assembly.
SR00020270	**1**	Cot Mount, install **Install the customer supplied power load instructions on the street side and curb side rear entry interior door panel. Instructions may be received mounted on plates. Screw to entry door panel if so.**
VISUAL WARNING		
SR00020248	**1**	M series control wire **The selected M Series lighting is to feature pattern programmability from the control panel. Include pattern and sync wires in the harness.**
SR00020268	**1**	FLASH PATTERNS: !!! Flash pattern to duplicate previous vehicles. !!!Program to allow flash patterns to be changed via wiring located in the electrical cabinet. !!! Program the M7 lights in the rear riser to activate in primary/secondary and with the rear doors open and the ignition on. **!!! Program so that the only lights to shut off in secondary are the white lights in the front lightbar.**
3000-1231	**1**	**FRONT LIGHTBAR** Install a front lightbar as noted.
3000-0037	**1**	**LIGHT BAR MOUNT: CAB ROOF** Install the selected front lightbar on the cab roof.
SR00020256	**1**	Model: Whelen Ultra Freedom IV, 55" Bar - All LED's with clear lenses

Option	QTY	Description
		Configure: [R CNR] [R/R/W/R |W/W| R/W/R/R] [RCNR] [ ] [ ] [R CNR] [R CNR] **See V drive for layout**
3000-1807	**1**	**WIG WAG HEADLIGHTS, INTERNATIONAL** Install wig wag headlight flasher. Provide a dedicated switch in the front control panel. Dectivate with high beams and in secondary mode.
3000-5012	**2**	**M7 RED/CLEAR LENS - Directly below rear KKK lights line up with wheel well, see drawings** Install Whelen M7 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3200-5013	**2**	**M7 R/A SPLIT/CLEAR LENS - Rear riser with red outboard** Install Whelen M7 series LED lights as noted. Lights to be red/amber split with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3300-5015	**2**	**M7 R/W SPLIT/CLEAR LENS - Over rear wheel wells with red forward** Install Whelen M7 series LED lights as noted. Lights to be red/white split with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3400-5016	**2**	**M9 AMBER/CLEAR LENS - Rear of body at window level** Install Whelen M9 series LED lights as noted. Lights to be amber with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-5084	**1**	**M7 White Clear Lens Front Center KKK** Install a Whelen M7 series LED light centered on the front face of the body. Light is to be white with clear lens. Light to include chrome flange and flash pattern programmability from the front control panel.
3000-5104	**1**	**M7 Amber/Clear Lens Rear Center KKK** Install a Whelen M7 series LED light centered on the rear face of the body above the rear doors. Light is to be amber with a clear lens. Light is to include a chrome flange and flash pattern programmability from the front control panel.
3500-5018	**8**	**M9 RED/CLEAR LENS - Curbside, Streetside, Upper corners of face, Front face** Install Whelen M9 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-0144	**1**	**FLASH PATTERN, 80 FPM A/B** Program the emergency lighting flash pattern to 80 FPM A/B.
SR00020302	**1**	GRILLE LIGHTS:

Option	QTY	Description
		Install (4) M4 red LED lights as grille lights. Location: Grille Location: Install (4) in grille with the lower lights inboard to form a "V" pattern. **- Install with plastic bezels to duplicate previous.**
3000-3494	**1**	**RED/CLEAR LENS M4 LED INT. LIGHTS** Install Whelen M4 series LED lights as intersection lights on each side of the chassis. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
AUDIBLE WARNING		
2000-0434	**1**	**AIR HORNS: OEM ON HOOD, WITH CHASSIS** The chassis is to include OEM airhorns.
3000-0174	**1**	**SIREN: WHELEN HFS295C9** Install a Whelen HFS295C9 siren in the front console.
SR00020264	**1**	Siren, Whelen Howler: **- Program to operate hands free with siren activation. Include an override switch in the front control panel for manual activation with the chrome push button activation on the console for manual activation.**
SR00022393	**1**	**SIREN INSTALL FOR HFS295C9 AND HOWLER**
3000-0200	**1**	**SPEAKERS, SA3803** Install CP #SA3803 siren speakers and wire to the primary siren.
NON-EMERGENCY LIGHTING		
SR00020234	**1**	CAB CEILING LIGHTS: 4" cab ceiling lights **One pair of LED lights shall be installed in the cab headliner above the driver and passenger seats. Lights to be Tecniq 4" E06-WS0R-1.**
SR00020289	**1**	FOG LIGHTS: - Install Whelen NP3BB fog lights in the front bumper opening. **- Include front control panel switch**
3000-0208	**1**	**KKK SIDE BODY MARKER LIGHTS, M6 SERIES LED (PAIR)** Install red Whelen M6 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights unless otherwise specified. Includes chrome flanges.
3000-0217	**1**	**LED EXTERIOR COMPARTMENT LIGHTING**

Option	QTY	Description
		Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
3000-0221	**1**	**ROLLED ICC MARKER LIGHTS** Install standard rolled marker lights along the upper corner post front and rear. Do not install in cases where there are already ICC marker lights installed on a specified lightbar.
3000-0240	**1**	**M9 SERIES LED SCENE LIGHT, STREETSIDE FRONT** Install a Whelen M9 LED side scene light with chrome flange on the upper streetside forward portion of the body.
3000-0741	**1**	**M9 SERIES LED SCENE LIGHT, STREETSIDE REAR** Install a Whelen M9 LED side scene light with chrome flange on the upper streetside rear portion of the body.
3000-0748	**1**	**M9 SERIES LED SCENE LIGHT, CURBSIDE FRONT** Install a Whelen M9 LED side scene light with chrome flange on the upper curbside forward portion of the body.
3000-0762	**1**	**M9 SERIES LED SCENE LIGHT, CURBSIDE REAR** Install a Whelen M9 L.E.D. side scene light with chrome flange on the upper curbside rear portion of the body.
3000-1633	**1**	**LOAD LIGHTS, M9 SERIES LED** Install two Whelen M9 LED load lights with chrome flanges above the rear body entry doors.
3000-0261	**1**	**TAIL LIGHTS, M6 SERIES, VERTICAL MOUNT** Install Whelen M6 series LED stop/tail, reverse, and turn signals. Install lights stacked vertically above the rear riser in the rear body panels to either side of the rear access doors. All lights to include chrome flanges.
SR00020238	**1**	Install a Optronics 400,000 CP hand held spotlight with momentary switch. **Locate: Install a carpet covered aluminum pocket attached to the rear of the radio console. Use 12V plug-in style ILO hard wired.**
ELECTRICAL		
SR00020253	**1**	Special instruction: electrical power !!! Install (1) Whelen PSC0CDCR LED strip-lite **Locate: Standard inhalation area report light location. Do not install at an angle. Mount flush and as far out toward the edge of the cabinet as possible.**
SR00020314	**1**	**SMALL OSCILLATING FAN: Install a small oscillating fan (Guest #900 - or equivalent) above the rear counter per drawing.**
3000-0018	**1**	**ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR**

Option	QTY	Description
		Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	**1**	**ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR** Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	**1**	**ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES** The specified power door locks are to be wired to the chassis OEM door lock switches.
SR00020299	**1**	**ADDITIONAL LOCK SWITCH: Install an additional door lock switch in the inhalation panel. This switch to operate all locks.**
3000-0453	**1**	**ELECTRIC DOOR SWITCH, TOUCH PAD, REAR DOOR** The specified power door locks are to include an exterior programmable touch pad system located near the right rear access door.
3000-0454	**1**	**ELECTRIC DOOR SWITCH, TOUCH PAD, SIDE ACCESS** The specified power door locks are to include an exterior programmable touch pad system located near the side access door.
SR00020294	**1**	ELECTRIC DOOR SWITCH, TOUCH PAD, BY SHORELINE **The specified power door locks are to include an exterior programmable touch pad system located near the shoreline per drawing.**
2900-0072	**1**	**SWITCH, CONTROLLED, CURBSIDE INSIDE/OUTSIDE ACCESS** A magnetic switch shall be installed to activate the designated lighting in the curbside I/O when the interior cabinet door is opened. This function shall only work when enabled through the onboard electrical system.
3000-0026	**1**	**REAR RADIO SPEAKERS OVER REAR DOORS** Install two (2) rear AM/FM radio speakers in the patient compartment over the rear doors. Provide volume control in the rear switch panel.
3000-0282	**1**	**ELECTRICAL SYSTEM** Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.
3000-0305	**1**	**INPOWER BATTERY SWITCH, WITH WAKE BUTTON - 5 min.** Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
3000-0535	**1**	**1050CUL W/CHARGER, MULTIPLEX** Install a Vanner #20-1050CUL combination inverter/charger in the streetside intermediate compartment. Included will be a Vanner Interface Module, Inverter Status Panel, and

Option	QTY	Description
		Charger Status Panel. A switch will be installed in the rear control panel for operation. Locate Charger status panel near the shoreline inlet and the inverter status panel within view of the operator.
SR00020232	**1**	KUSSMAUL BAR GRAPH: **Install a Kussmaul bar graph voltage display above the forward shoreline inlet.**
3000-0310	**5**	**110V INTERIOR OUTLET - 1 In Inhalation Area,1 inside crash barrier top section bench side surface mount, 1 fwd console slot facing rearward, flush mount, 1 wall over bench, 1 lower inhalation cabinet, rearward** Install a 110V outlet(s) as noted.
3000-0549	**3**	**INTERIOR 12VDC OUTLETS: CL TYPE/USB - 1 In Inhalation Area, 1 inside crash barrier - top section bench side. surface mount, 1 passenger side of console, fwd end 3" up from floor/ Configure battery hot, install 12V/USB style outlets!!!** Install a 12VDC cigarette style/USB outlet(s) as noted.
SR00020240	**1**	KUSSMAUL USB PORTS: Install (2) Kussmaul #091-219-4 dual USB charging ports **Locate: Console per drawing**
3000-1463	**1**	**SHORELINE 1, 20A SUPER AUTO EJECT, WHITE** Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be white.
3000-1488	**1**	**SHORELINE 2, 20A SUPER AUTO EJECT, WHITE** Mount a secondary Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be white.
3000-1502	**1**	**PD BOX LOCATION, FRONT CONSOLE** Install the power distribution box inside the front console.
SR00020301	**1**	**SHORELINE NOTE: Locate shorelines per previous vehicle. Hand cut so they are located in stripe.**
SR00020318	**1**	Shoreline Notes: !!! Wire (1) to Danhard unit !!! Wire (1) to all other 110V requirements inside vehicle plus block heater !!! Label shore power & 110V AC **!!! Hand-cut in stripe to duplicate previous vehicles.**
3000-0326	**1**	**WIRE ENGINE BLOCK HEATER:** Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.
3000-0327	**1**	**EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT**

Option	QTY	Description
		An extra circuit breaker shall be installed in the streetside intermediate compartment.
SR00022085	**1**	**REPORT LIGHT: Install a Whelen PSCOCDCR LED light in the report light location. Install flush and as far out toward the edge of the cabinet as possible.**
3000-0338	**1**	**CLOCK, INTELLITEC LED: OVER REAR DOORS** Install an Intellitec Time Manager clock over the rear doors.
3000-0344	**1**	**STEP WELL LIGHT VISTA LED** Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.
SR00020259	**1**	**STEP WELL LIGHT: Install a Tecniq LED step well light on the forward side of the step well.**
3000-0350	**1**	**ROM DUROLUMEN LED ABOVE HEAD IN CEILING** Install ROM Durolumen LED ceiling light fixture. Wire to charger/conditioner (if applicable) in addition to standard mode of operation.
3000-0583	**1**	**ROM DUROLUMEN LED ABOVE WAIST IN CEILING** Install ROM Durolumen LED ceiling light fixture. Wire to charger/conditioner (if applicable) in addition to standard mode of operation.
3000-0584	**1**	**ROM DUROLUMEN LED ABOVE FOOT IN CEILING** Install ROM Durolumen LED ceiling light fixture. Wire to charger/conditioner (if applicable) in addition to standard mode of operation.
SR00020287	**1**	"8" Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling. **NOTE: Light over head of bench and light over the attendant's seat to be on separate switch.**
SR00020241	**1**	3 SWITCH PANEL REAR DOOR PANEL Install an i4G 3-switch control panel as follows: Locate: At rear of bench side riser, by rear doors. Switch 1: Durolumen Timer (5 minutes) Switch 2: Leave Blank Switch 3: Dump Switch (Toward rear door) **Include closeout in compartment.-Install flush mounted. Minimize the depth of the closeout. Install a closeout around all wiring and cover closeout with rubber matting to match the remainder of the compartment. Wiring to exit out the top of the panel closeout and travel up the left rear corner so as not to interfere with storage in this area.**
SR00020310	**1**	Backup Alarm Reset **Delete the ability to cancel the alarm.**
3000-0031	**1**	**CAMERA LOCATION: OVER REAR DOORS, EXTERIOR**

Option	QTY	Description
		The integrated camera system noted is to include a camera installed over the rear doors on the vehicle exterior for use in reverse.
3000-0032	**1**	**CAMERA LOCATION: OVER REAR DOORS, INTERIOR** The integrated camera system noted is to include a camera installed over the rear doors on the vehicle interior for use as a patient compartment monitor.
SR00020271	**1**	Radio Power/Ground - Install (1) battery hot and (1) battery switched in attendant seat base. - Install (1) battery switched power and ground inside of front console. Label accordingly. - Install (1) battery power and ground inside of front console wired hot at all times. Label accordingly. **Reference #18571**
SR00020304	**1**	Special instruction, cab console and communication **- Install a customer-supplied power cable and quick connect plug to the power ground under the attendant seat for use with transafe winch.**
PROGRAMMING		
SR00020219	**1**	**Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds**
SR00020296	**1**	PROGRAMMING, MOD DISCONNECT: TIME OUT: 10 min **CONFIGURE: DO NOT TIME OUT IF SHORELINE IS PLUGGED IN**
SR00020309	**1**	Light programming: cab light control The following lights shall be controlled as follows in addition to standard mode: A switch on the front control panel can be toggled to turn off the defined lights, should they be on. The switch can also be toggled to turn on the defined lights, should they be off. Lights: Patient dome lights **Lights: LED patient ceiling lights**
6000-0001	**1**	**LIGHT PROGRAMMING: SIDE REAR SCENE** The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.
6000-0002	**1**	**LIGHT PROGRAMMING: RIGHT SIDE SCENE** The right side scene lights shall come "on" when the side patient door is opened.
6000-0003	**1**	**LIGHT PROGRAMMING: LOAD LIGHT** Program the rear load lights to activate with transmission reverse plus the standard mode of operation.

Option	QTY	Description
6000-0006	**1**	**PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM** Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
SR00020274	**1**	LIGHT PROGRAMMING: PARK BRAKE Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear. **CONFIGURE: Wire alarm to activate with red flasher circuit.**
HVAC		
3000-3006	**1**	**AUX.CONDENSER, FACE MOUNT, INT.** There shall be an auxiliary exterior condenser installed on the front face of the body.
SR00020272	**1**	HEAT/AC system- compressor & condensor notes: Install an external condenser on (2) wedge mounts on the front face of the body. !!! DO NOT wire condenser fans through the high-pressure switch. Wire to duplicate #18751 !!! Wire each condenser fan to its own circuit and include separate control panel switches for each fan. !!! All hoses are to have standard easy-clip fittings and are to be installed in protective loom. !!! Use stainless steel fitting under the hood where the AC lines connect to the compressor. Do not use plastic. Customer will send samples for evaluation. !!! AC hoses are to run from the lower left portion of the #2 compartment, up and over the top of the vertical cabinet behind the attendant's seat, to the front condenser. !!! Install an access panel on the front wall of the vehicle to service fittings. !!! Reduce the use of fittings as much as possible. !!! Install an auxiliary receiver-dryer in this system. !!! System is to include a second compressor. (Ordered with chassis) **!!! Leave some slack in the AC lines. Do not pull too tight. Also note pressure switch to receiver/dryer.**
3000-4029	**1**	**12V HVAC, BOTTOM OF LINEN CABINET** Install a ProAir Pre-charged 12V heat/AC system with brushless motor in the bottom of the linen cabinet.
SR00020262	**1**	Install a Danhard 50-2000 110V heat/AC unit as noted below: Locate: in street side rear compartment on a fixed shelf under I/O. - Install thermostat in inhalation wall per drawing. - Include 3-ply filter that is replaceable without having to remove cover.

Option	QTY	Description
		- Include closeout in compartment. **Reference #18571-72.**
SR00020236	**1**	3-PLY PANEL INTAKE FILTER Install a 3-Ply Panel air intake filter ILOS. (1) For unit at the bottom of linen cabinet. (make this so the filter is removable without removing the entire cover). **(1) For Danhard unit.**
3000-0425	**1**	**PERKO POWER VENT** Install a Perko power vent in the rearward patient area. Intake grille to be chrome finish and mount in the ceiling. Exterior vent to be chrome finish.
3000-0426	**1**	**PERKO STATIC VENT** Install a Perko static vent in the forward patient area. Intake grille to be chrome finish and mount in the ceiling. Exterior vent to be chrome finish.
RADIO		
SR00020317	**1**	Radio cable install - customer supplied (1) from front console to below the attendant's seat. **(1) from inhalation area to below attendant's seat.**
SR00020263	**1**	Antenna coax 1 Exterior termination: Front center of module roof Interior termination: Attendant seat base **!!! Install customer supplied cable, mount, and "VHF" antenna.**
3000-1174	**1**	**PULL WIRE 1 - Start: Behind Driver Seat, End: Inhalation Wall** Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.
3000-0438	**1**	**RADIO HEAD PRE-CUT: FRONT - Customer supplied** Provide a radio head pre-cut in the front console faceplate. Radio head model is noted.
3000-0627	**1**	**RADIO HEAD PRE-CUT: REAR - Customer supplied** Provide a radio head pre-cut in the rear inhalation panel. Radio head model is noted.
SR00020313	**1**	CONSOLE: - Install custom console per drawing. - Rear portion to be open with no slots or dividers. - Install a .250" aluminum reinforcement plate on the inside of console per drawing for attachment of laptop mounting bracket. This is located on the curbside forward area. Install a customer-supplied computer bracket in this location.

Option	QTY	Description
		- Fabricate and install a tray to attach to the rear of the console. The tray is to be per DWG #113999 (4.25"W). Spray with black scorpion to match console. - Install a muffin fan inside the console on the passenger side vent to provide additional cooling. - Note 110V outlet location inside console - Seal under cupholders to prevent leaks and mount to the rear of center console. **- Duplicate #18571**
3000-5025	**1**	**POWER TERMINAL, SWITCHED, BEHIND DRIVER** Install two (2) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one battery switched and the other as a ground. Locate behind the driver's seat.
SR00020249	**1**	CUSTOMER SUPPLIED RADIO EQUIPMENT: - Install (1) customer supplied speaker and 1-MIC. Speaker to go above pass through opening as high up as possible. - Install remainder of radio equipment under the attendant's seat and provide vented access door per previous units. - Customer supplied radio equipment will include: (1) Motorola XTL 2500 transceiver (under attendant's seat) (2) Motorola XTL 2500 radio heads (1 front, 1 rear)(For pre-cuts) (1) Motorola external speaker (cab headliner up high) **Applicable mounting brackets and MICS.**
OXYGEN		
4000-0001	**1**	**O2 MOUNT, VERT TRACK FOR QRM-V** Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'M' sized bottle.
4000-0018	**1**	**O2 BOTTLE, BRACKET QRM-V** Install a Zico QRM-V oxygen bracket for 'M' bottle. Locate in the streetside forward compartment.
4000-0019	**1**	**OXYGEN ACCESS** Provide access to the oxygen cylinder valve through the wall as depicted on the drawings. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. Door material is to match other selected cabinet doors. The opening shall be 7" wide x 11" high and trimmed with anodized aluminum.
4000-0022	**4**	**O2 OUTLET, OHIO MEDICAL - 2 In Inhalation Panel, 1 FWD End of bench cabinet, 1 above the head of the cot** Install O2 outlets per instructions above. Outlets to be Ohio Medical style.
4000-0024	**2**	**FLOWMETER: DIAL TYPE** Supply dial type flowmeter.
4000-0025	**1**	**OXYGEN WRENCH**

Option	QTY	Description
		Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
3000-0642	**1**	**VACUUM OUTLET, OHIO MEDICAL - 1 In Inhalation Area** Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0200	**1**	**ASPIRATOR, RICO 4S-4X, INHALATION AREA** Install a Rico 4S-4X aspirator. Plumb to the selected pump.
4000-0184	**1**	**VACUUM PUMP CFP #107CDC20** Install a CFP #107CDC20 12vdc electric suction pump.
CERTIFICATIONS		
7000-0001	**1**	**KKK-A-1822F CERTIFICATION LABEL** The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.
8000-0143	**1**	**CURBSIDE FRONT COMPT DOOR DELETE**

TECHNICAL CENTER
powered by HALL-MARK

APPARATUS PROPOSAL

Date: December 5, 2018

This Proposal has been prepared for:
Escambia County

Hall-Mark RTC is pleased to offer Escambia County eight (8) 2019 International MV607 SBA LP Horton ambulances. **Pricing is based on the Florida Sheriff's Association Contract FSA18-VEF13.0, Specification #03.** These vehicles shall be in accordance with the attached specifications. The purchase price shall also include all vehicle components and NFPA equipment as requested and listed in the attached documentation. Delivery will be F.O.B. to Escambia County and will be made approximately 90-120 days after receipt of the chassis. This Quote is valid for 60 days unless extended in writing.

FSA 18-VEF13.0 Specification #03	$	216,950
(includes chassis pricing of $83,048)		
Options added by Escambia County	$	49,886
Multi-vehicle discount	$	(1,000)
Sub Total	**$**	**265,836**
Stryker Power-LOAD System & Power-PRO XT	**$**	**37,339**
Total for rescue	**$**	**303,175**
Total Price for 8 Rescues	**$**	**2,425,400**

Rick Schoppe – Account Manager
725 SW 46th AVE, Ocala, FL 34474 (407) 907-2444

12/5/18
Date

Dee Daniels – Director of Sales
725 SW 46th AVE, Ocala, FL 34474 (352) 629-6305

12-5-18
Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15732 **County Administrator's Report 14. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Municipal Engineering Services, Inc., per the terms and conditions of PD 18-19.016, Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project, for Phase I, Design, a lump sum amount of $162,089, and Optional Services of $36,700, for a Phase I total of $198,789, and a Phase II, limited contract administration services for Construction, lump sum amount of $31,215, for a combined total of total of $230,004, contingent upon funding for Phase II, Construction.

[Funding: Phase I, Design: Fund 129, 2018 CBDG Entitlement Funds, Cost Center 370232; Phase II, limited contract administration services for Construction; and Fund 129, 2019 CDBG Entitlement Funds, Cost Center 370234]

BACKGROUND:

Requests for Letters of Interest, PD 18-19.016, Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project were publicly noticed on December 26, 2018 to two hundred fifty-five known firms. Responses were received from seven firms on January 15, 2019.

The Selection/Negotiation Committee ranked the firms in the following order:
1. Municipal Engineering Services, Inc.
2. Sigma Consulting Group, Inc.

3. McKim & Creed, Inc.

Municipal Engineering Services, Inc. provided their intial fee proposal on February 08, 2019. On February 20, 2019, the Selection/Negotiation Committee negotiated for Phase I, Design, a lump sum amount of $162,089.00, and Optional Services of $36,700.00, for a Phase I total of $198,789.00, and a Phase II, limited contract administration services for Construction, lump sum amount of $31,215.00, for a combined total of total of $230,004.00, contingent upon funding for Phase II, Construction.

BUDGETARY IMPACT:

Funding:
Phase I, Design: Fund 129, 2018 CBDG Entitlement Funds, Cost Center 370232; Phase II, (contingent on Construction moving forward) limited contract administration services for Construction: Fund 129, 2019 CDBG Entitlement Funds, Cost Center 370234

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

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, and Florida Statute 287.055, Competitve Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract G, Consulting Services for Stand-Alone Services, and the Purchase Order.

Attachments

Solicitation
Committee Final Ranking
Agreements with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project
Solicitation Identification Number PD 18-19.016

Letters of Interest Will Be Received Until:
11:59 p.m. CST, January 15, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
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:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@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 Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project
Solicitation Identification Number PD 18-19.016

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://submittals.myescambia.com/**

- 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
- 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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(Options are to be reviewed by the Short-Listed Firms and a single recommendation made.)

Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project
Solicitation Identification Number PD 18-19.016

I. INFORMATION PACKAGE

Purpose

A. The Engineering Division of Escambia County Public Works Department requests 100% Construction Plans be developed for sidewalks, drainage and sanitary sewer design along Lee Street between Kirk and W Street, and from Lee Street to West Brainerd Street on Shoemaker in Escambia County. A&E services shall provide Final Construction Plans (including, but not limited to, alignment, roadway and drainage cross-section, etc.), permitting, public involvement, geotechnical data, and survey as necessary. This project will provide sewer, drainage, pavement and sidewalks along the south side of Lee St. across an eight-block area. The A/E will be responsible for acquiring the certified Boundary and Topographic Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

This project is federally funded through the HUD Community Development Grant (CDBG) Program (Grant #B-18-UC-12-0012) and is subject to a hard deadline of July 31st, 2019 for final job completion and payout. The proposed scope should include a timeline that takes this deadline into consideration. The selected firm must comply with all federal grant requirements as provided in the attached Federal Contract Compliance Provisions packet.

A final task involving any construction assistance and project closeout will likely happen after this deadline and will be paid separately. Please include this task in the scope of services and delineate between Task 1 (survey, design, and permitting services) and Task 2 (construction oversight & project closeout services).

B. Scope of Work

It is the intent of the County to provide Sidewalks, Drainage, and Sanitary Sewer on the following described scope limits;

Lee Street

Sidewalks along Lee Street will run from Kirk Street to W Street and will include any drainage necessary to convey runoff at this location. This will also include design of the main sanitary sewer line per ECUA's Brownsville master plan. *(see attached) (Approximate length 2500lf)*

A second length of sidewalk will run from Lee Street to West Brainerd Street on Shoemaker and will include any drainage necessary to convey stormwater runoff. (*Approximate length 510lf)*

C. Description of Work Activities

The services sought are for survey, design, and permitting of a 5' wide sidewalk per FDOT Design Standards along Lee Street from Kirk Street to W Street and Shoemaker Street from Lee Street to West Brainerd Street in Pensacola, Florida. The project length is approximately 3010lf. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances. Additionally, the existing drainage ditches along the north and south rights-of-way will be designed to convey runoff in conjunction with the new infrastructure. Additionally, a main sanitary sewer design per ECUA's Brownsville master plan will be incorporated into this design.

1. Surveying

a) Prepare a survey for the project along Lee Street from Kirk Street to W Street right-of-way to right-of-way.
b) Prepare a survey for the project along Shoemaker Street from Lee Street to West Brainerd Street on the East side of the road.
c) Locate all above ground features and improvements.
d) Identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be provided within 10 days of the Notice to Proceed (NTP).
e) Under Ground Utilities - Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes Subsurface Utility Exploration (SUE) to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates.
f) Perform field location (2-dimensional) of jurisdiction and/or maintained R/W limits as defined by Escambia County.
g) 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.
h) Minimum of two site Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
i) 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 Digital Terrain Model (DTM) coverage of right-of-way.
j) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
k) Bearing and Coordinates shall be based on (Survey Map and electronic Files):

- Projection Zone: Florida North
- Projection Type: Lambert Conformal Conic
- Datum: NAD83 (2011)

l) Coordinate with County Surveyor and staff for the collection of surveying data for project.

m) Site benchmarks shall be established using a closed level loop from the nearest government recognized benchmark.

n) No vertical data shall be collected using any form of GPS (static, post processed kinematic, real time kinematic, etc.) that is typically reported to two decimal places (hard shots).

o) Copies of all field notes, raw data files, processed data files, and adjusted data files will be submitted as part of the final submittal package.

2. Engineering

a) Perform design and prepare plans for sidewalk construction, drainage improvements and sanitary sewer design. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the County which include, but are not limited to, publications such as:

1) The Florida Green Book
2) The Florida Department of Transportation Design Manual (FDM)
3) Escambia County Technical Specifications
4) The FDOT Standard Plans for Road and Bridge Construction
5) The Manual on Uniform Traffic Control Devices MUTCD)
6) The Americans with Disabilities Act (ADA)

b) Provide stormwater and drainage as necessary to accommodate sidewalk in accordance with the County's current drainage ordinance.

c) Prepare Traffic Control Plans as necessary to accommodate construction of sidewalk.

d) Prepare design documentation.

e) Perform a Field Review with plans in hand after 60% and 90% Review comments are received by County.

f) Develop accurate quantities and the supporting documentation in computation booklets.

g) Prepare contract documents, technical specifications and plans.

h) Coordinate sidewalk location with Escambia County within its right of way.

i) Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have

been made and will not conflict with the physical construction schedule.

j) **Field Reviews:** The Consultant shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

k) **Technical Meetings:** The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. The Consultant shall prepare, and submit to the County's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

l) **Quality Assurance Quality Control (QAQC):** It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant and their subconsultant(s) under this contract.

m) **Permitting:** Prepare regulatory permit applications as necessary. Address any RAI's produced by the permitting agencies within (5) days of receipt.

n) Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a three (3) week review time for each phase review and other submittals as appropriate. The schedule shall indicate, at a minimum, proposed dates for 60%, 90%, and 100% (Final Plans) and all other appropriate milestones and required submittals.

o) Provide monthly status reports and update meetings through the design and permitting process.

p) Attend progress meetings with the County as necessary.

q) Develop preliminary probable cost of construction estimate at 60% design and final after 90% design is complete.

r) Provide any necessary materials for public announcements or public participation meetings required by the County.

3. Deliverables

a) Plans should be electronically submitted to the County at a standard 40 scale on 11x17, unless otherwise specified below.

1) Two sets of Conceptual Design Plans for the County and

FDOT's review.

2) Two sets of 60% Design Plans for the County and FDOT's review.
3) Two sets of 90% Plans and Specifications for the County and FDOT's review.
4) Two printed sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).

4. Compensation

a) Method of compensation is outlined in the professional services contract between the Escambia County Board of County Commissioners and the Consultant.
b) The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction. (Autocad &PDF)

Initial Conceptual Design estimate> $120,000.00
Initial Conceptual Construction Estimate> $1,200,000.00

Anticipated Disciplines (Function Codes SF 330) for this project:

Code	Description	Points
02	Administrative	1
08	CADD Technician	2
12	Civil Engineer	7
15	Construction Inspector	1
16	Construction Manager	2
23	Environmental Engineer	3
38	Land Surveyor	2
48	Project Manager	2

List of Experience Categories (Profile Codes):

Code	Description
C15	Construction Management
C16	Construction Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments, or Statements
E11	Environmental Planning
E13	Environmental Testing and Analysis
G04	Geographic Information System Services: Development, Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
M01	Mapping Location/Addressing Systems
S10	Surveying; Platting; Mapping; Flood Plain Studies
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping

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 sub-consultants 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 sub-consultants 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

FIRMS EVALUATION METHOD, CRITERIA, AND SELECTION

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Proposals (RFP), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all information solicited in this RFQ, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include résumés for each team member involved with the project.	**20**
Experience of the Firm & References – Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible	**25**
Availability of Workload & Willingness to Meet Time Requirement – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**
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 quality control process and how it is conducted with the team.	**20**
TOTAL	**100**

NOTE:

1. If the firm has not completed any projects for Escambia County, the firm must notify the County in the RLI that they will be submitting samples from another Agency. Agency name, contact person, and phone number must also be submitted.

2. Firms that produce all documentation required should receive the highest score possible. If all documentation is not provided, a weighted score will be given.

SELECTION
The selection committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on April 04, 2019.

Escambia County shall provide notice of a decision or intended decision concerning a solicitation, contract award or exceptional purchase by posting. The notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing Date of Requests	**December 26, 2018**
Letters of Interest Due Date	**11:59 p.m. CST, January 15, 2019**
Short-Listing Meeting	**10:00 a.m., CST, January 23, 2019**
Discussion/Ranking Meeting	**10:00 a.m., CST, January 30, 2019**
Written Scope Due to Committee for Review	**February 07, 2019**
Fee Proposal Due to Committee for Review	**February 14, 2019**
1st Negotiations with First Ranked Firms	**10:00 a.m., CST, February 20, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 10:00 a.m., CST, February 22, 2019**
Board of County Commissioners Approval	**April 04, 2019**

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 **February 16, 2019.**

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®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - 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
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise

- Current Work
  - Proposers shall list all currently active contracts or task orders with the following:
    - Escambia County, Florida,
    - Other Government Entities,
    - Private, and provide 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

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 20 pages).

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
- 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

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: _____

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 _____

_____
(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

«Firm_Name»

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 «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Federal_Identification_Number» (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: «Firm_Name» 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 «Contract_Administrator», «CA_Title», «CA_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 «Solicitation_Name»

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 «Contract_Amount_Word»($«Contract_Amount_Numeric») 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 «PD_», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to PD «PD_», 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 $«Contract_Amount_Numeric».

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 «Amount_Words» ($«Amount_Numbers»). 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:

«Firm_Name»
«Firm_Address»
«Firm_City», «Firm_State»«Firm_Zip»

(d) Invoices to the County shall be sent to:

«Department_Name»
«Project_manager_and_Title»
«Dept_Address»
«Dept_City», «Dept_State» «Dept_Zip»

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 the 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 «Firm_Name», 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: _____
Amy Lovoy, Acting County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

«Firm_Name», a «ForProfit_Non» Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

SAMPLE

Exhibit B

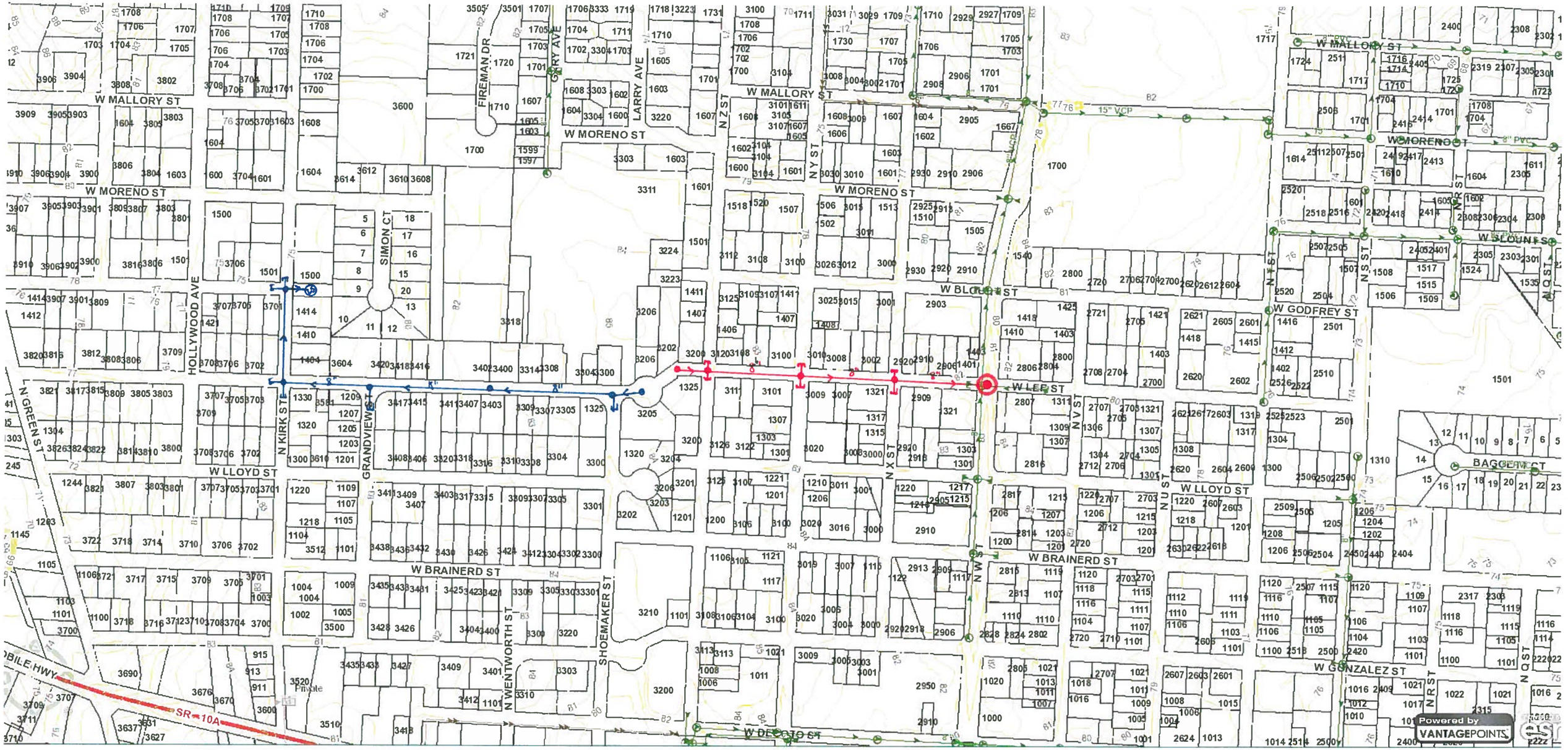
Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE



Opt. A (red)

- 4 manholes
- Approx 1,200 LF of 8" pipe
- Tie to existing manhole in "W" St

Opt B (blue)

- 6 manholes
- Approx 1,800 LF pipe
- 1 lift station
- Approx 2,000 LF forcemain (discharge pipe from lift station may need to be routed to Desoto St).
- Road reconstruction on N Kirk (to get to LS site)

* Opt A can be done alone

Solicitation: PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project			
Committee Evaluation	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
Individual Committee Member Scores			
TJ Williams	188	183	175
James Duncan	192	189	187
Chris Curb	193	182	183
Total	573	554	545
Individual Committee Member Ranking Based on Scores			
TJ Williams	1	2	3
James Duncan	1	2	3
Chris Curb	1	3	2
Total	3	7	8
Final Ranking	1	2	3

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**20**	18	18
What is your familiarity with drainage and sanitary sewer in the project area?	**25**	**24**	23	22
What is your current work load with the County? Will your firm be able to accommodate the tight time-frame; 90-day design?	**35**	**32**	31	31
Why is your firm more suited to provide the best design in the allotted time? Explain approach.	**20**	**20**	19	18
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**19**	18	18

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**23**	22	21
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**32**	33	30
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.	**20**	**18**	19	17
Total	**200**	**188**	**183**	**175**

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**29**	28	28
What is your familiarity with drainage and sanitary sewer in the project area?	**25**	**29**	29	28
What is your current work load with the County? Will your firm be able to accommodate the tight time-frame; 90-day design?	**35**	**14**	14	14
Why is your firm more suited to provide the best design in the allotted time? Explain approach.	**20**	**24**	24	23
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**19**	17	19

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**24**	24	23
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**34**	34	34
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.	**20**	**19**	19	18
Total	**200**	**192**	**189**	**187**

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**20**	18	18
What is your familiarity with drainage and sanitary sewer in the project area?	**25**	**23**	20	20
What is your current work load with the County? Will your firm be able to accommodate the tight time-frame; 90-day design?	**35**	**35**	33	35
Why is your firm more suited to provide the best design in the allotted time? Explain approach.	**20**	**20**	19	20
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**20**	19	20

PD 18-19.016 Design Services for Lee Street Sidewalks, Drainage and Sanitary Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Municipal Engineering Services, Inc.**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**24**	25	22
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**32**	29	30
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.	**20**	**19**	19	18
Total	**200**	**193**	**182**	**183**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Municipal Engineering Services, 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 22nd day of February, 2019, 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 Municipal Engineering Services, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 8574 Turkey Bluff Road, Navarre, FL 32566, and whose Federal tax identification number is 47-1219942 (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: Municipal Engineering Services, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Thomas Williams, Public Works, Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project

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) 2018-2019 in a lump sum amount of One Hundred Sixty-Two Thousand, Eighty-Nine Dollars ($162,089.00) for Phase I, Design, and Optional Services of Thirty-Six Thousand, Seven Hundred Dollars ($36,700.00), for a Phase I, Design, total of One Hundred Ninety-Eight Thousand, Seven Hundred Eighty-Nine Dollars ($198,789.00), and a Phase II, limited contract administration services for Construction, lump sum amount of Thirty-One Thousand, Two Hundred Fifteen Dollars ($31,215.00), for a combined total of Two Hundred Thirty Thousand, Four Dollars ($230,004.00) for this Project, contingent upon funding for Phase II, Construction.

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 18-19.016, Design Services for Lee Street Sidewalks, Drainage, and Sanitary Sewer Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.016, 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 $1,200,000.00.

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 Hundred Sixty-Two Thousand, Eighty-Nine Dollars ($162,089.00) for Phase I, Design, and Optional Services of Thirty-Six Thousand, Seven Hundred Dollars ($36,700.00), for a Phase I, Design, total of One Hundred Ninety-Eight Thousand, Seven Hundred Eighty-Nine Dollars ($198,789.00), and a Phase II, limited contract administration services for Construction, lump sum amount of Thirty-One Thousand, Two Hundred Fifteen Dollars ($31,215.00), for a combined total of Two Hundred Thirty Thousand, Four Dollars ($230,004.00) for this Project, contingent upon funding for Phase II, Construction. 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:

Municipal Engineering Services, Inc.
8574 Turkey Bluff Road
Navarre, FL32566

(d) Invoices to the County shall be sent to:

Public Works, Engineering
Thomas TJ Williams
3363 West Park Place
Pensacola, FL 32505

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 the 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.

9.22 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 Municipal Engineering Services, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

Municipal Engineering Services, Inc., a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
William V. Phillips, II, P.E., President

By: _____
Secretary

Date: _____

MUNICIPAL ENGINEERING SERVICES INC

EXCELLENCE IN ENGINEERING SERVICE

February 21, 2019

VIA E-MAIL jdlovingood@myescambia.com
Originals to Follow

Mr. Jeffrey Lovingood
Purchasing Specialist
Board of County Commissioners Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, FL 32502

RE: Design Services for Lee Street Sidewalks, Drainage, and Sanitary Project – PD 18-19.016
Civil Engineering and Surveying Services Scope of Work

Dear Mr. Lovingood:

We are pleased to provide you with the scope of work for Civil Engineering and Surveying Services associated with the design of sidewalks, minor drainage and sanitary sewer design along and adjacent to Lee Street in the Brownsville Community. Our understanding of this project is based on the scope in the Request for Letters of Interest dated January 15, 2019. The project will consist of the design and construction of the following:

- A five (5) foot wide sidewalk along the south side of Lee Street between W Street and Kirk Street.
- A five (5) foot wide sidewalk along the east side of Shoemaker Street between Lee Street and West Brainerd Street.
- Minor drainage improvements associated with maintaining the existing conveyance along the sidewalk routes.
- Gravity Sanitary Sewer along Lee Street from T Street to Kirk Street. This sewer line will be designed per the ECUA Brownsville Sanitary Sewer Master plan.

It should be noted that there is presently no existing drainage infrastructure located along either Lee Street or Shoemaker Street. The sidewalks will be designed such that they do not impede the flow of runoff across the right-of-way towards the street. The Municipal team will review the existing drainage basin study which includes the Brownsville area and will address specific drainage concerns within the project limits if possible. We have limited detailed drainage design improvements to Optional Services.

We propose to complete the following Basic Scope of Services:

TASK 1 – PRELIMINARY DESIGN

1. Project coordination to include meetings and correspondence with client, the design team, and affected utilities.
2. Gather pertinent background data for the project area relative to drainage, right-of-way, existing utilities, etc.

3. Right-of-way and topographic survey per the RLI requirements. Survey will generally include topo location of all above-ground improvements, property corners, trees, marked utilities, etc. within the existing right-of-way. The survey will also extend up each adjacent connecting side street for a minimum of 50 feet. It will also include surveying finished floors and building corners along the sanitary sewer route.
4. Geotechnical Engineering in order to confirm sanitary sewer system bedding and backfill as well as sidewalk design and roadway reconstruction requirements.
5. Utility coordination to include forwarding design ticket information to affected utilities and coordinating the field location of their facilities.
6. Field check of completed survey.

TASK 2 – 30% PLAN DEVELOPMENT

1. Review the survey and generate a preliminary layout for the sidewalks and the sanitary sewer.
2. Evaluate the drainage basin study that includes the project area.
3. Generate a preliminary Utility Conflict Matrix.

TASK 3 – 60% PLAN DEVELOPMENT

1. Project coordination to include meetings and correspondence with client, the design team, and affected utilities.
2. Address any preliminary comments and finalize project layout.
3. Prepare plan set to include the following sheets:
   a. Cover Sheet.
   b. Legend and General Notes.
   c. Overall Project Layout and Control Plan.
   d. Demolition and Erosion Control Plans.
   e. Sidewalk Improvement Plans.
   f. Driveway Cross Sections as applicable.
   g. Sanitary Sewer Plan and Profile Sheets.
   h. Details.
4. Utility Coordination to include follow-up with utility companies and confirm utility locations on the survey.
5. Prepare 60% construction plan submittal for County and Utility review.
6. Generate construction cost estimate to coincide with 60% plans. Estimate will be generated from the County's current Pricing Agreement and other applicable sources.
7. 60% Plan-in-hand site walkthrough with client and utility companies.
8. Update Utility Conflict Matrix.

TASK 4 – 90% PLAN DEVELOPMENT

1. Project coordination to include meetings and correspondence with client, the design team, and affected utilities.
2. Address County 60% comments.
3. Progress plans to 90% completion.
4. Prepare the SWPPP.

5. Update Utility Conflict Matrix.
6. Update construction cost estimate.
7. Complete a QA/QC plan review.
8. Prepare 90% construction plan submittal for County and Utility review.
9. 90% Plan-in-hand site walkthrough with client and utility companies.

TASK 5 – 100% (FINAL) CONSTRUCTION PLANS AND CONTRACT DOCUMENTS

1. Project coordination to include meetings and correspondence with client and affected utilities.
2. Address County 90% comments.
3. Finalize construction plans.
4. Finalize Utility Conflict Matrix.
5. Finalize construction cost estimate.
6. Complete a final QA/QC plan review.
7. Prepare 100% Final construction plan submittal for County and Utility review.

TASK 6 – BIDDING/CONTRACT SOLICITATION

1. Project coordination to include meetings and correspondence with client related to bidding.
2. Address any final comments from County and affected utilities.
3. Prepare Bid Schedule and Bid Package for County Purchasing.
4. Prepare for and attend Pre-Bid Mtg.
5. Respond to Bidder questions during Bid process and assist County with Addenda preparation as required.
6. Prepare for and attend Bid Opening.
7. Review bids, prepare tabulation, and make Recommendation for Award.

TASK 7 – LIMITED CA/CM

1. Prepare for and attend Pre-Construction Conference.
2. Respond to contractor Requests for Additional Information during construction.
3. Review shop drawing submittals.
4. Perform site visits during construction to observe construction status and address Contractor concerns. Anticipate no more than ten (10) visits during construction. Visits will be timed to coincide with RAI's, testing, contractor questions, or other construction milestones.
5. Review Contractor proposed Change Order requests and recommend action to the Client.
6. Perform a substantial completion inspection and final punch list.
7. Prepare Certified as-built record drawings from provided Contractor redlines.

We will provide the following optional services as may be required by this project:

OPTIONAL SERVICES:

1. Permitting Fees.
2. Easement/right-of-way preparation, donation negotiations, surveying, etc.
3. Specific drainage design and improvements.
4. Subsurface Utility Engineering (SUE) work.
5. Prepare for and attend one (1) Public Meeting.

6. Prepare ECUA As-Built survey.
7. Other civil related issues as required.

Please note that Tasks 1 through 5 are considered as part of the design phase effort and will be completed prior to the July 31, 2019 deadline. Tasks 7 and 8 are considered as part of the post design phase effort and will be completed as funding becomes available. All Optional Services with the exception of the As-Built survey are anticipated to be completed during the design phase.

We appreciate the opportunity and look forward to working with you on this project. We have attached an hourly fee breakdown and a schedule for your review and approval. If you have any questions, or if you require any additional information, please do not hesitate to call.

Sincerely,

Municipal Engineering Services, Inc.

Dale E. Long, P.E., LEED AP
Senior Project Engineer

/DEL

Attachments

DESIGN SERVICES ROR LEE STREET SIDEWALKS, DRAINAGE, AND SANITARY PROJECT

PD 18-19.016

SCHEDULE FOR COMPLETION

February 21, 2019

Task	Start Date	Completion Date	Time to Complete
Notice to Proceed	Monday, April 08, 2019	Monday, April 08, 2019	0
Data Collection/Project Coordination/Survey	Monday, April 08, 2019	Monday, April 29, 2019	21
60% Design	Monday, April 29, 2019	Monday, May 27, 2019	28
60% Design Submittal to County	**Monday, May 27, 2019**	**Monday, May 27, 2019**	0
County Review	Monday, May 27, 2019	Monday, June 03, 2019	7
Address County 60% & Develop 90% Plans	Monday, June 03, 2019	Monday, July 01, 2019	28
90% Design Submittal to County	**Monday, July 01, 2019**	**Monday, July 01, 2019**	0
County Review	Monday, July 01, 2019	Monday, July 08, 2019	7
Address County 90% Comments & Develop 100% Plans	Monday, July 08, 2019	Monday, July 29, 2019	21
100% (Final) Design Submittal to County	**Monday, July 29, 2019**	**Monday, July 29, 2019**	0
		TOTAL PROJECT DESIGN TIME =	**112**

Lee Street Sidewalks, Drainage and Sanitary Project (PD 18-19.016)
For Escambia County
February 21, 2019
Civil Engineering and Surveying for the Design and Construction of Sidewalks along the South Side of Lee Street From W Street to Kirk Street, Along the East Side of Shoemaker Street From Lee Street to West Brainerd Street and Sanitary Sewer Along Lee Street From T Street to Kirk Street.

DESCRIPTION	PM $125	Sr. PE $115	CADD $70	CLERICAL $45	FEE
BASIC SERVICES					
TASK 1 - PRELIMINARY DESIGN					
Project Coordination Meetings With Client	4	10	2	2	$1,880.00
Project Coordination With ECUA	2	10	2	1	$1,585.00
Background Data Collection from County, Utility Companies, Etc.	2	8	2	2	$1,400.00
Coordination with Sub-Consultants	1	10	6	2	$1,785.00
Review Existing Drainage Basin Study for Brownsville Area	2	15	2		$2,115.00
Right-of-Way and Topographic Survey (RBA)					$20,440.00
Geotechnical Engineering (LMJ)					$7,094.00
Coordination with Utility Companies		12	4	2	$1,750.00
Site visit/Field Check Survey		12	30		$3,480.00
TASK 1 TOTALS =	11	77	48	9	$41,529.00
TASK 2 - 30% PLAN DEVELOPMENT					
Generate Base Drawing for Design	2	20	40		$5,350.00
Evaluate Existing Right-of-Way and Potential Sidewalk Impacts	2	10	4		$1,680.00
Generate Preliminary Sidewalk Layout	2	20	4		$2,830.00
Generate Preliminary Sanitary Sewer Layout	2	15	2		$2,115.00
TASK 2 TOTALS =	8	65	50	0	$11,975.00
TASK 3 - 60% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	8	2	2	$1,275.00
Project Coordination With ECUA	1	10	2	1	$1,460.00
Incorporate Preliminary Review Comments	1	10	20		$2,675.00
Prepare Cover Sheet		6	10		$1,390.00
Prepare Legend and General Notes	1	8	20	1	$2,490.00
Prepare Overall Project Layout and Control Plan		10	25		$2,900.00
Prepare Demolition and Erosion Control Plan	1	10	20	1	$2,720.00
Prepare Sidewalk Improvement Plan Sheets	2	20	50		$6,050.00
Prepare Driveway Cross Sections	2	15	40		$4,775.00
Prepare Plan and Profile Sheets for Sanitary Sewer	2	20	45		$5,700.00
Prepare Sidewalk Detail Sheets	1	4	10		$1,285.00
Prepare Sanitary Sewer Detail Sheets	1	8	15		$2,095.00
Prepare Miscellaneous Detail Sheets		8	20		$2,320.00
Progress Plans to 60% Design Phase	2	15	30		$4,075.00
Send 60% Plans to Utility Companies	1	4	6	1	$1,050.00
Prepare 60% Cost Estimate	1	20	4	1	$2,750.00
Generate Utility Conflict Matrix	1	15	2	2	$2,080.00
Submit 60% Plans to ECUA	1	4	6	1	$1,050.00
Prepare and Submit 60% Plans to Escambia County	2	10	20	1	$2,845.00
60% Review Meeting with County	2	10	2	1	$1,585.00
Plans-in-Hand Site Meeting		6	1		$760.00
TASK 3 TOTALS =	23	221	350	12	$53,330.00
TASK 4 - 90% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	4	1	1	$700.00
Project Coordination With ECUA	1	6	1	1	$930.00
Incorporate 60% Comments	2	20	45		$5,700.00
Progress Sidewalk Plans to 90% Complete		20	40		$5,100.00
Progress Sanitary Sewer Plans to 90% Complete		25	50		$6,375.00
Send 90% Plans to Utility Companies	1	4	6	1	$1,050.00
Update Cost Estimate		15	1		$1,795.00
Update Utility Conflict Matrix		12	1		$1,450.00
Prepare SWPPP	2	12	8	3	$2,325.00
Internal QA/QC	10	20	30		$5,650.00
Prepare and Submit 90% Plans to Escambia County	1	6	10	1	$1,560.00
Submit 90% Plans to ECUA	1	4	2	1	$770.00
90% Review Meeting with County	2	10	2		$1,540.00
Plans-in-Hand Site Meeting		6	1		$760.00
TASK 4 TOTALS =	21	164	198	8	$35,705.00

TASK 5 - FINAL (100%) CONSTRUCTION PLAN DEVELOPMENT					
Project Coordination Meetings With Client		4	1	1	$575.00
Project Coordination With ECUA		4	1	1	$575.00
Incorporate 90% Comments	2	10	25		$3,150.00
Finalize Sidewalk Plans	2	10	30		$3,500.00
Finalize Sanitary Sewer Plans	2	10	30		$3,500.00
Finalize Utility Conflict Matrix		8	1		$990.00
Final QA/QC	8	8	16		$3,040.00
Send Final Plans to Utility Companies		2	2	1	$415.00
Finalize Cost Estimate		12	1	1	$1,495.00
Submit Final Plans to ECUA		6	2	1	$875.00
Prepare and Submit 100% Final Plans to Escambia County		6	10	1	$1,435.00
TASK 5 TOTALS =	14	80	119	6	$19,550.00
TASK 6 - BIDDING/CONTRACT SOLICITATION (POST DESIGN)					
Project Coordination Meetings With Client		4	2	1	$645.00
Incorporate Final Comments	1	6	12		$1,655.00
Compile ECUA Sanitary Sewer Specifications	1	6		4	$995.00
Prepare Bid Document Package for Purchasing	2	12	4	4	$2,090.00
Prepare for and Attend Pre-Bid		4			$460.00
Address Bidder Questions and Prepare Addenda	2	10	6	2	$1,910.00
Prepare For and Attend Bid Opening		4			$460.00
Review Bids and Make a Recommendation to County	1	8		2	$1,135.00
TASK 6 TOTALS =	7	54	24	13	$9,350.00
TASK 7 - LIMITED CA/CM (POST DESIGN)					
Prepare for and Attend Pre-Construction Conference		4	1		$530.00
Respond to Contractor RAI's During Construction	2	20	10	4	$3,430.00
Review Shop Drawings	2	10		4	$1,580.00
Site Visits to Observe Construction Status (10 Visits)	2	40		10	$5,300.00
Review and Coordinate Change Order Proposals from the Contractor	2	10		2	$1,490.00
Substantial Completion Inspection and Generate Final Punch List		4		1	$505.00
Provide Certified As-Built Drawings from Contractor Redlines	2	12	25	2	$3,470.00
TASK 7 TOTALS =	10	100	36	23	$16,305.00
TOTALS =	94	761	825	71	$187,744.00

DESIGN SERVICES	
BASIC DESIGN SERVICES =	**$134,555.00**
SUBCONSULTANT DESIGN SERVICES =	**$27,534.00**
SURVEYING =	**$20,440.00**
GEOTECHNICAL ENGINEERING =	**$7,094.00**
OPTIONAL DESIGN SERVICES =	**$36,700.00**
DESIGN TOTAL =	**$198,789.00**

POST DESIGN SERVICES	
POST DESIGN SERVICES =	**$25,655.00**
OPTIONAL POST DESIGN SERVICES =	**$5,560.00**
POST DESIGN TOTAL =	**$31,215.00**

GRAND TOTAL =	**$230,004.00**

Lee Street Sidewalks, Drainage and Sanitary Project (PD 18-19.016)
For Escambia County
Revised February 20, 2019

OPTIONAL SERVICES

DESCRIPTION	PM	Sr. PE	CADD	CLERICAL	FEE
	$125	$115	$70	$45	
DESIGN					
Subsurface Utility Engineering (ISS)					$16,200.00
Prepare for and Attend One (1) Public Meeting	4	12	10	2	$2,670.00
Prepare Easements ($500 per each) (RBA)					$2,500.00
Prepare Plan and Profile Sheets for Storm Sewer	2	40	80	4	$10,630.00
Prepare Drainage Detail Sheets		10	20		$2,550.00
Drainage Basin Delineation and Study	1	16	2	1	$2,150.00
OPTIONAL DESIGN SERVICES TOTAL =	7	78	112	7	$36,700.00
POST-DESIGN					
Lee Street As-Built Survey - Required by ECUA (RBA)					$5,560.00
OPTIONAL POST-DESIGN SERVICES TOTAL =	0	0	0	0	$5,560.00
OPTIONAL SERVICES TOTAL =	7	78	112	7	$42,260.00

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FEDERAL CONTRACT COMPLIANCE PROVISIONS
FOR
NON-CONSTRUCTION PROJECTS

(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

Updated: November 2018

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

INFORMATION FOR BIDDERS

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low-income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

For your bid to be considered responsive, you must complete the following certification forms:

For ALL Bids:

1. Certification of Non-Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
6. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
7. Certification of Regarding Drug Free Requirement (FORM G)
8. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM H)
9. Architect, Engineer, or Contractor Certification (FORM I)—ADA PROJECTS ONLY

For Contracts Exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Additional Certifications will be required by subcontractors prior to the start of work:

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)

For all subcontracts exceeding $10,000:

1. Certification of Non-Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Submission of Section 3 Utilization Report for Contracts Exceeding $100,000:

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

THIS PACKET CONTAINS THE FOLLOWING INFORMATION:

SECTION I:
FORMS/CERTIFICATIONS pages 4-19

SECTION II:
SECTION 3 INFORMATION AND REPORTING FORMS pages 20-25

SECTION III:
FEDERAL PROVISIONS pages 26-41

FORM A

CERTIFICATION OF NONSEGREGATED FACILITIES

(Contracts/Subcontracts Exceeding $10,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ __

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

FORM B

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)

(Contracts and Subcontracts Exceeding $10,000)

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY (check one): ☐ CONTRACTOR ☐ SUBCONTRACTOR	
NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE):	
1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes [ ] No [ ]	
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]	
3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ]	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ]	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of $50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.

FORM C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM D

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM E

CERTIFICATION OF MBE/WBE/DBE DESIGNATION

Contractor ___DOES or ____DOES NOT qualify as an MBE/WBE/DBE FIRM

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

1. Name and Address of Company:

2. Identify the Ownership Thereof:	**% of Ownership**

3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):

- ☐ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Disadvantage Business Enterprise (DBE)**

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

FORM F

DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION

All bidders are required in accordance with 2 CFR 200.321 to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☐ I hereby certify that affirmative action will be taken to solicit MBE/WBE contractors. Documentation will be provided to the County and verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM G

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

(Insert Name of Contractor)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or
(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM H

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY

NAME OF COMPANY: _____
ADDRESS OF COMPANY: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:
☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of Owners/Stockholders and % ownership each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of employees claiming Section 3 status
☐ PHA/HA Residential lease less than 3 years from the date of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ Listed of owned equipment
☐ List of all contracts for the past two years

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

Contractor ___DOES or ____DOES NOT qualify as a Section 3 business

FORM I

ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION
(for ADA PROJECTS ONLY)

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. _____

Project Name: _____

Location: **CDBG TARGETED CENSUS TRACTS IN ESCAMBIA COUNTY**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or
Contractor for the
Project: _____
(Legal Name and Address)

_____

_____

Registration Number: _____

Signature: _____

_____
(Print Name)

FORM J

CERTIFICATION OF SECTION 3 PROVISIONS

(Contracts/Subcontracts Exceeding $100,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ _

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.

2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work

FORM K

CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, _____ (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents and in subcontracts over $100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

_____

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES*

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE C
CONTRACTORS'S SECTION 3 NEW HIRES REPORT

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

NOTE: Must be submitted by Contractor prior to final draw.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Prime Contractor:	**Address:**
Project Name:	**Contract Amount:**

Name of Subcontractor	Section 3 business (Y/N)?	Address/Phone	Trade, Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid?	FED ID #

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: $_____

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

SECTION II

SECTION 3 - ECONOMIC OPPORTUNITIES

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- **Low income** is defined as 80% or below the median income of that area
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2018):

# PERSONS IN FAMILY	50% OF MEDIAN	80% OF MEDIAN
1	$22,850	$36,550
2	26,100	41,750
3	29,350	46,950
4	32,600	52,150
5	35,250	56,350
6	37,850	60,500
7	40,450	64,700

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A **Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

Examples include:

Administrative/ Management	Services	Construction
accounting	appliance repair	architecture
payroll	florists	bricklaying
research	marketing	carpentry
bookkeeping	carpet installation	cement/masonry
purchasing	janitorial	demolition
word processing	photography	drywall
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works
		machine operation
		painting
		plastering
		plumbing
		surveying
		tile setting

Who will award the economic opportunities?

Recipients of HUD financial assistance ***and their contractors and subcontractors are required*** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

SECTION 3 COMPLIANCE REPORT

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of $100,000 or more on a CDBG project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at ned@myescambia.com or 850-595-0022.

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

form HUD 60002 (6/2001)
Ref 24 CFR 135

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$
B. Total dollar amount of contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
_____ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION III

FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION

THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

I. Compliance with Determination of Prevailing Wage Rate and Affidavit

A. **The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination NOT APPLICABLE TO THIS PROJECT issued by the U. S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.**

B. All contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rates, as required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.

C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

II. Standard Contract Provisions (Full Text Attached)

All applicable Federal provisions are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Labor Standards Provisions ***NOTE: LABOR STANDARDS (DAVIS-BACON WAGE RATES AND PAYROLL REPORTING) PROVISIONS ARE NOT APPLICABLE TO THIS PROJECT, UNLESS REQUIRED BY OTHER FUNDING SOURCES.***
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act

14. Minority and Women Owned Business Listings
15. Americans with Disabilities Act (ADA)

Each should be carefully reviewed by the bidder to assure existing compliance and/or the capacity to comply with said provisions.

III. Affirmative Action Plan

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

IV. HUD Section 3 Plan and Compliance Requirements

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

V. Access to Related Documents

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Economic Opportunity, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

VI. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

VII. Reporting, Copyrights, and Patents

All required reports will be promptly submitted to the County and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity"

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed , and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non- discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202 (all contracts/subcontracts above $10,000)

(1.) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sections of noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000.)

(a) The Offeror’s or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet

the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:
(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices

may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v . Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training

programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

ix. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

x. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts $2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations

(24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations there under (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of **six (6)** years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local

Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid **(unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid)**;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

NOTE: The Minimum Wage required in the State of Florida is currently $8.10 per hour. Therefore, contractors must pay at least this amount to hourly workers.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to

the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately-owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

19. Energy Efficiency

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

20. Environmental Compliance

As described elsewhere in this document, if this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

21. Termination (Cause and Convenience)—(applicable to contracts and subcontracts over

$10,000)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

   (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

   (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I(a) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

   (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

   (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

   If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

   For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15740 **County Administrator's Report 14. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 18-19.017, Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project, for Phase I, Design, a lump sum amount of $90,413.30, and a Phase II, limited contract administration services for Construction, lump sum amount of $5,300, for a combined total of $95,713.30, contingent upon funding for Phase II, Construction.

[Funding: Fund 129, 2014 CDBG; Cost Center 370219, CDBG 2014 Admin/Planning; ($8937.77);
Fund 129, 2014 CDBG; Cost Center 370221, CDBG 2014 Other Activities; ($39,416.63); and
Fund 129, 2018 CDBG; Cost Center 370232, CDBG 2018 Admin/Planning; ($47,358.90)]

BACKGROUND:

Requests for Letters of Interest, PD 18-19.017, Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project were publicly noticed on December 26, 2018 to two hundred fifty-five known firms. Responses were received from eight firms on January 15, 2019.

The Selection/Negotiation Committee ranked the firms in the following order:

1. Sigma Consulting Group, Inc.
2. John Davenport Engineering, Inc.
3. Municipal Engineering Services, Inc.

Sigma Consulting Group, Inc. provided their initial fee proposal on February 11, 2019. On February 20, 2019, the Selection.Negotiation Committee negotiated for Phase I, Design, a lump sum amount of $90,413.30, and a Phase II, limited contract administration services for Construction, lump sum amount of $5,300.00, for a combined total of $95,713.30, contingent upon funding for Phase II, Construction.

BUDGETARY IMPACT:

Funding:
Fund 129, 2014 CDBG; Cost Center 370219, CDBG 2014 Admin/Planning; ($8937.77);
Fund 129, 2014 CDBG; Cost Center 370221, CDBG 2014 Other Activities; ($39,416.63);
Fund 129, 2018 CDBG; Cost Center 370232, CDBG 2018 Admin/Planning; ($47,358.90)

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, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts, and Florida Statute 287.055, Competitve Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract G, Consulting Services for Stand-Alone Services, and the Purchase Order.

Attachments

Solicitation
Committee Final Ranking
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Design Services for Erress Blvd, Rochelle St, Diego Circle Sidewalks
Solicitation Identification Number PD 18-19.017

Letters of Interest Will Be Received Until:
11:59 p.m. CST, January 15, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
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:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@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 Services for Erress Blvd, Rochelle St, Diego Circle Sidewalks
Solicitation Identification Number PD 18-19.017

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://submittals.myescambia.com/**

- 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
- 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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Design Services for Erress Blvd, Rochelle St, Diego Circle Sidewalks
Solicitation Identification Number PD 18-19.017

I. INFORMATION PACKAGE

Purpose

A. The Engineering Division of Escambia County Public Works Department requests 100% Construction Plans be developed for sidewalks along Erress Boulevard, Rochelle Street and both sides of Diego Circle in Escambia County. A&E services shall provide Final Construction Plans (including, but not limited to, alignment, ADA accessibility, public involvement, and survey as necessary. This project will provide sidewalks to the Montclair elementary School from Erress, Rochelle, and Diego Circle. The A/E will be responsible for acquiring the certified Boundary and Topographic Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

This project is federally funded through the HUD Community Development Grant (CDBG) Program (Grant #B-18-UC-12-0012) and is subject to a hard deadline of July 31st, 2019 for final job completion and payout. The proposed scope should include a timeline that takes this deadline into consideration. The selected firm must comply with all federal grant requirements as provided in the attached Federal Contract Compliance Provisions packet.

A final task involving any construction assistance and project closeout will likely happen after this deadline and will be paid separately. Please include this task in the scope of services and delineate between Task 1 (survey, design, and permitting services) and Task 2 (construction oversight & project closeout services).

B. Scope of Work

It is the intent of the County to provide sidewalks on the following described scope limits;

Erress Boulevard
Sidewalks along Erress Boulevard shall run from Massachusetts Avenue south on the west side to the first residential driveway and contain three tie-ins to the existing Park. *(Approximate length 400lf)*

A second length of sidewalk will run from Massachusetts along the east side of Erress to the South terminus. (*Approximate length 2200lf)*

Diego Circle
Sidewalks along Diego Circle or run from Massachusetts Avenue South to the first driveway is on each side of the road. *(Approximate length 600lf total)*

Rochelle Drive
Sidewalks along Rochelle Drive will run from Massachusetts Avenue North to Belair Road along the west side of the road. *(Approximate length of 1100lf)*

Description of Work Activities

The services sought are for survey, design, and permitting of a 5' wide sidewalk per FDOT Design Standards along Erress Boulevard from Massachusetts Avenue to the southern terminus of Erress in Pensacola, Florida. The project length is approximately 2200lf. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances. Additionally, Diego Circle (600lf) and Rochelle Drive (1100lf) will also have sidewalks constructed.

1. Surveying

a) Prepare a survey for the project along Erress Blvd. from Massachusetts Avenue to first driveway west side.
b) Prepare a survey for the project along Erress Blvd. from Massachusetts Avenue to Road Terminus east side.
c) Prepare a survey for the project along Diego Circle from Massachusetts Avenue to first driveway each side.
d) Prepare a survey for the project along Rochelle Drive from Massachusetts Avenue to Belair Road west side.
e) Locate all above ground features and improvements.
f) Identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be provided within 10 days of the Notice to Proceed (NTP).
g) Under Ground Utilities - Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes Subsurface Utility Exploration (SUE) to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates.
h) Perform field location (2-dimensional) of jurisdiction and/or maintained R/W limits as defined by Escambia County.
i) 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.
j) Minimum of two site Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
k) 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 Digital Terrain Model (DTM) coverage of right-of-way.
l) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
m) Bearing and Coordinates shall be based on (Survey Map and

electronic Files):

1) Projection Zone: Florida North
2) Projection Type: Lambert Conformal Conic
3) Datum: NAD83 (2011)

n) Coordinate with County Surveyor and staff for the collection of surveying data for project.
o) Site benchmarks shall be established using a closed level loop from the nearest government recognized benchmark.
p) No vertical data shall be collected using any form of GPS (static, post processed kinematic, real time kinematic, etc.) that is typically reported to two decimal places (hard shots).
q) Copies of all field notes, raw data files, processed data files, and adjusted data files will be submitted as part of the final submittal package.

2. Engineering

a) Perform design and prepare plans for sidewalk construction and any incidental drainage improvements. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the County which include, but are not limited to, publications such as:

1) The Florida Green Book
2) The Florida Department of Transportation Design Manual (FDM)
3) Escambia County Technical Specifications
4) The FDOT Standard Plans for Road and Bridge Construction
5) The Manual on Uniform Traffic Control Devices MUTCD)
6) The Americans with Disabilities Act (ADA)

b) Prepare Traffic Control Plans as necessary to accommodate construction of sidewalk.
c) Prepare design documentation.
d) Perform a Field Review with plans in hand after 60% and 90% Review comments are received by County.
e) Develop accurate quantities and the supporting documentation in computation booklets.
f) Prepare contract documents, technical specifications and plans.
g) Coordinate sidewalk location with Escambia County within its right of way.
h) Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have

been made and will not conflict with the physical construction schedule.

i) **Field Reviews:** The Consultant shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

j) **Technical Meetings:** The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. The Consultant shall prepare, and submit to the County's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

k) **Quality Assurance Quality Control (QAQC):** It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant and their subconsultant(s) under this contract.

l) **Permitting:** Prepare regulatory permit applications as necessary. Address any RAI's produced by the permitting agencies within (5) days of receipt.

m) Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a three (3) week review time for each phase review and other submittals as appropriate. The schedule shall indicate, at a minimum, proposed dates for 60%, 90%, and 100% (Final Plans) and all other appropriate milestones and required submittals.

n) Provide monthly status reports and update meetings through the design and permitting process.

o) Attend progress meetings with the County as necessary.

p) Develop preliminary probable cost of construction estimate at 60% design and final after 90% design is complete.

q) Provide any necessary materials for public announcements or public participation meetings required by the County.

3. **Deliverables**

Plans should be electronically submitted to the County at a standard 40 scale on 11x17, unless otherwise specified below:

a) Two sets of Conceptual Design Plans for the County's review.

b) Two sets of 60% Design Plans for the County's review.

c) Two sets of 90% Plans and Specifications for the County's review.
d) Two printed sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).

4. Compensation

a) Method of compensation is outlined in the professional services contract between the Escambia County Board of County Commissioners and the Consultant.
b) The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction. (Autocad &PDF)

Initial Conceptual Design estimate> $60,000.00
Initial Conceptual Construction Estimate> $600,000.00

Anticipated Disciplines (Function Codes SF 330) for this project:

Code	Description	Points
02	Administrative	1
08	CADD Technician	2
12	Civil Engineer	7
15	Construction Inspector	1
16	Construction Manager	2
23	Environmental Engineer	3
38	Land Surveyor	2
48	Project Manager	2

List of Experience Categories (Profile Codes):

Code	Description
C15	Construction Management
C16	Construction Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments, or Statements
E11	Environmental Planning
E13	Environmental Testing and Analysis
G04	Geographic Information System Services: Development, Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
M01	Mapping Location/Addressing Systems
S10	Surveying; Platting; Mapping; Flood Plain Studies
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping

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 sub-consultants 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 sub-consultants 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

EVALUATION METHOD, CRITERIA, AND SELECTION

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Proposals (RFP), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all information solicited in this RFQ, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**
Experience of the Firm & References – Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**
Availability of Workload & Willingness to Meet Time Requirement – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**
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 quality control process and how it is conducted with the team.	**20**
TOTAL	**100**

NOTE:

1. If the firm has not completed any projects for Escambia County, the firm must notify the County in the RLI that they will be submitting samples from another Agency. Agency name, contact person, and phone number shall also be submitted.

2. Firms that produce all documentation required should receive the highest score possible. If all documentation is not provided, a weighted score will be given.

SELECTION

The Selection Committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on April 04, 2019.

Escambia County shall provide notice of a decision or intended decision concerning a solicitation, contract award or exceptional purchase by posting. The notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**December 26, 2018**
Letters of Interest due date	**11:59 p.m. CST, January 15, 2019**
Short-Listing Meeting	**11:00 a.m., CST, January 23, 2019**
Discussion/Ranking Meeting	**1:00 p.m., CST, January 30, 2019**
Written Scope due to Committee for Review	**February 07, 2019**
Fee Proposal due to Committee for Review	**February 14, 2019**
1st Negotiations with First Ranked Firms	**1:00 p.m., CST, February 20, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 11:00 a.m., CST, February 22, 2019**
Board of County Commissioners approval	**April 04, 2019**

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 **February 16, 2019.**

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®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - 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
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:
         - Escambia County, Florida,
         - Other Government Entities,
         - Private, and provide 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

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 20 pages).

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
- 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

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: _____

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 _____

_____
(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

«Firm_Name»

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 «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Federal_Identification_Number» (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: «Firm_Name» 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 «Contract_Administrator», «CA_Title», «CA_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 «Solicitation_Name»

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 «Contract_Amount_Word»($«Contract_Amount_Numeric») 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 «PD_», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to PD «PD_», 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 $«Contract_Amount_Numeric».

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 «Amount_Words» ($«Amount_Numbers»). 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:

«Firm_Name»
«Firm_Address»
«Firm_City», «Firm_State»«Firm_Zip»

(d) Invoices to the County shall be sent to:

«Department_Name»
«Project_manager_and_Title»
«Dept_Address»
«Dept_City», «Dept_State» «Dept_Zip»

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 the 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 «Firm_Name», 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: _____
Amy Lovoy, Acting County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

«Firm_Name», a «ForProfit_Non» Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

Solicitation PD 18-19.017 Design Services for Erress Boulevard, Rochelle Street, and Diego Circle Sidewalks Project			
Committee Evaluation	**Sigma Consulting Group, Inc.**	**John Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
Individual Committee Member Scores			
TJ Williams	190	173	174
James Duncan	177	173	169
Chris Curb	191	187	180
Total	558	533	523
Individual Committee Member Ranking Based on Scores			
TJ Williams	1	3	2
James Duncan	1	2	3
Chris Curb	1	2	3
Total	**3**	**7**	**8**
Final Ranking	**1**	**2**	**3**

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**John Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	**25**	**24**	22	20
What is your current work load with the County? Will your firm able to accommodate the tight time frame; 90-day design?	**45**	**43**	42	38
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**30**	**29**	27	25
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**18**	16	18

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**John Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**23**	19	22
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**33**	30	31
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.	**20**	**20**	17	20
Total	**200**	**190**	**173**	**174**

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	**25**	**24**	22	21
What is your current work load with the County? Will your firm able to accommodate the tight time frame; 90-day design?	**45**	**43**	43	42
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**30**	**28**	27	26
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**18**	18	17

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**22**	21	20
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**24**	24	25
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.	**20**	**18**	18	18
Total	**200**	**177**	**173**	**169**

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**Davenport Engineering, Inc.**	**Municipal Engineering Services, Inc.**
What is your familiarity and working knowledge of this project area and how would your experience benefit this project?	**25**	**25**	21	20
What is your current work load with the County? Will your firm able to accommodate the tight time frame; 90-day design?	**45**	**44**	45	43
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**30**	**30**	25	23
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**19**	19	20

PD 18-19.017 Design Services for Erress Blvd., Rochelle St., Diego Circle Sidewalks Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**Davenport Engineering , Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**25**	24	24
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**29**	34	32
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.	**20**	**19**	19	18
Total	**200**	**191**	**187**	**180**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Sigma Consulting Group, 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 22nd day of February, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Sigma Consulting Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Blvd., Suite 32, Pensacola, FL 32503, and whose Federal tax identification number is 72-1105441 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Sigma Consulting Group, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Thomas Williams, Public Works, Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for Erress Boulevard, Rochelle St, and Diego Circle Sidewalks

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) 2018-2019 for Phase I, Design, a lump sum amount of Ninety Thousand, Four Hundred Thirteen Dollars and Thirty Cents ($90,413.30), and a Phase II Construction, amount not to exceed Five Thousand, Three Hundred Dollars ($5,300.00), for a combined total of Ninety-Five Thousand, Seven Hundred Thirteen Dollars and Thirty Cents ($95,713.30) 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 18-19.017, Design Services for Erress Boulevard, Rochelle St, and Diego Circle Sidewalks, and as represented in the Consultant's Letter of Interest response to PD 18-19.017, 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 $600,000.00.

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 for Phase I, Design, a lump sum amount of Ninety Thousand, Four Hundred Thirteen Dollars and Thirty Cents ($90,413.30), and a Phase II Construction, amount not to exceed Five Thousand, Three Hundred Dollars ($5,300.00), for a combined total of Ninety-Five Thousand, Seven Hundred Thirteen Dollars and Thirty Cents ($95,713.30) for this Project.. Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant

agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Sigma Consulting Group, Inc.
3298 Summit Blvd., Suite 32
Pensacola, FL32503

(d) Invoices to the County shall be sent to:

Public Works, Engineering
Thomas "TJ" Williams
3363 West Park Place
Pensacola, FL 32505

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 the 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.

9.22 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Sigma Consulting Group, Inc., signing by and through its 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: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

Sigma Consulting Group, Inc., a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

SIGMA CONSULTING GROUP, INC.
ENGINEERING & SURVEYING

3298 Summit Boulevard, Suite 32
Pensacola, FL 32503
Phone (850) 332-7912
www.sigmacg.com

FINAL
SCOPE OF WORK

February 21, 2019

Design Services for
Erress Boulevard, Rochelle Drive and Diego Circle
Sidewalk
and
Drainage Improvements

Introduction

Escambia County has requested that Sigma Consulting Group (SIGMA) provide engineering services for the construction of approximately 1.0 miles of sidewalk and drainage improvements on Erress Boulevard, Rochelle Drive and Diego Circle. The services will include survey, utility coordination, sidewalk design and drainage design. A brief description for each roadway section lists as follows:

Erress Boulevard
This section consists of constructing approximately 400 LF of sidewalk on the west side of the road and 2,000 LF on the east side of the roadway. Also includes analysis of the existing Erress Ditch drainage system to determine if upgrades are necessary.

Rochelle Drive
This section consists of constructing approximately 1,100 LF of sidewalk on the west side of the roadway. It also includes analysis of the existing drainage system at the intersection with Massachusetts Avenue to determine if upgrades are necessary.

Diego Circle
This section consists of constructing approximately 400 LF of sidewalk on the east and west sides of the roadway. It also includes the drainage analysis/design necessary to construct a drainage collection/conveyance system to connect to the proposed storm sewer system for Massachusetts Avenue.

The scope and fee for this project is as follows:

INDEX OF TASKS

Task 100 **Coordination Meetings**

Task 200 **Topographic Survey**

Task 300 **Proposed Drainage Design**

Task 400 **Proposed Sidewalk and Drainage Improvement Plans**

Task 500 **Bid Tabulation and Cost Estimating**

Task 600 **Construction Assistance**

Task 100 Coordination Meetings

County Staff Phase Submittal Progress Meetings

SIGMA will schedule and facilitate progress meetings with County Staff at the (30% Conceptual, 60%, and Final). At these meetings SIGMA will discuss the project at each phase submittal, receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specifications resulting from such comments.

Utility Coordination Meetings

SIGMA will attend approximately five (5) monthly UCC meetings with County personnel at the Escambia County Central Office Complex for the duration of the project. At these meetings SIGMA will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts. SIGMA will invite utility owners affected by the proposed design/construction to attend and participate in two (2) plan-in-hand walk-through meeting for the 60% and Draft Final plan submittal drawings.

Task 100 (Lump Sum) Total Engineering Fee = $4,797.50

Task 200 Topographic Survey

SIGMA's surveyor will provide the following services for this project:

- Topographic survey
- Locate all above ground features
- Provide cross-sections or profiles as needed for the design of the sidewalk and drainage system
- Identify utilities within the survey corridor by utilizing Sunshine 811
- Two (2) Dimensional collections of existing utility locations based on locates
- Three (3) Dimensional collection, at select locations, of existing utility locations based upon SUE to determine size, type and location of existing utility.
- Perform field location of wetlands jurisdictional lines and maintained/apparent County R/W

The project survey will encompass the areas detailed in the *Introduction* section as detailed above. The above referenced survey items will be completed in accordance with the most current Escambia County *survey guidelines.*

Task 200 (Lump Sum) Total Survey Fee = $43,175.80

Task 300 Proposed Drainage Design

SIGMA will prepare a drainage report and corresponding calculations for the following items associated with this project. The items to be included in this report list as follows:

1. Hydraulic analysis/review of existing drainage conveyance system
2. Hydraulic analysis of proposed drainage system
3. Gutter spread calculations for new curb and gutter system
4. ADICPR hydrologic and hydraulic model for the existing and proposed conditions
5. Drainage Map

The proposed drainage system improvements will be designed to accommodate a 25 year storm event, if possible, and this will also be detailed in the final report. Additional analysis for 50 year and 100 year storm events will be also be provided for informational purposes.

Task 300 (Lump Sum) Total Engineering Fee = $ 5,130.00

Task 400 Proposed Sidewalk and Drainage Improvement Plans

SIGMA will prepare a set of sidewalk and drainage construction plans for the construction of approximately 1.0 miles of sidewalk, 600 LF of storm sewer collection/conveyance and the associated infrastructure. The construction drawings will utilize Escambia County Standards where applicable and the most current FDOT Design Standards for other details, where applicable. The proposed drawings for each phase of the project lists as follows:

Sidewalk and Drainage Improvements

- Cover Sheet (1 sheet)
- General Note Sheet (1 sheet)
- SWPPP Sheet (1 sheet)
- Sidewalk and Drainage Improvements Typical Section (1 sheet)
- Sidewalk and Drainage Improvements Plan Sheets (3 sheets)
- Sidewalk and Drainage Improvements Plan/Profile Sheets (includes BOS profiles, if necessary) (2 sheets)
- Sidewalk and Drainage Improvements Cross-Section/Driveway/Drainage Structure Sheets (1 sheets – 10 Sections/sheet)
- Sidewalk and Drainage Improvements Details (2 sheets)

.

Erress Ditch Improvements

- Erress Ditch Plan Sheets (2 sheets - Doublestacked)
- Erress Boulevard Outfalls to Erress Ditch Drainage Structures (2 sections)

Task 400 (Lump Sum) Total Engineering Fee = $ 33,990.00

Task 500 Bid Tabulation and Cost Estimating

Bid Tabulation

SIGMA will prepare a Bid Tabulation utilizing the most current *Escambia County PD16-17.081 General Paving and Drainage Pricing Agreement.* The bid tabulation will be drafted for the 60% submittal and finalized with the Final "Released for Construction" submittal.

Task 500 (Lump Sum) Total Engineering Fee = $ 3,320.00

Task 600 Construction Assistance

Construction Observation

- Attend meetings as necessary to interpret plans and specifications and respond to questions from the Contractor to facilitate the construction of the project.
- Review shop drawings, MOT plan, and erosion control plan submittals for conformance with the Construction Specifications, as needed.
- SIGMA will attend one (1) inspection meeting at substantial completion.
- SIGMA will verify a letter of substantial completion prepared by Escambia County when the work is sufficiently complete in accordance with the contract documents so that the owner can utilize the facility for its intended use.
- SIGMA will prepare a final punch list including all minor work items remaining to obtain completion.
- Analyze changes to the plans, specifications, or Construction Contract provisions and extra work which appears to be necessary to carry out the intent of the Contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original Construction Contract. Recommend action on such changes to the County.

As-built Certification

SIGMA will utilize the Contractor's as-built set of plans to develop a final set of as-built drawings that will be provided to the County in electronic format. SIGMA will submit as-built plans to the permitting agency as required by conditions of the permit.

Task 600 (Lump Sum) Total Engineering Fee = $ 5,300.00

Total (Lump Sum) Engineering Fee = $52,537.50

Total (Lump Sum) Surveying Fee = $43,175.80

Total Project Fee = $95,713.30

Assumptions

Environmental permitting, stormwater permitting, SUE and geotechnical investigation will not be required/included for this project.

Deliverables

Documents

Survey
Drainage Calculations
Construction Plans
Bid Tabulation
Technical Specifications

SIGMA will provide four (4) plan submittals:
One (1) 30% Conceptual submittal, one (1) 60% submittal, one (1) Draft Final submittal & one (1) Final - "Released for Construction" submittal:

30% Conceptual Construction Plans

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

30% Critical Path Items – Survey is the critical path items for this submittal. The survey information will be critical to the development of the final sidewalk alignment.

60% Construction Plans

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

60% Critical Path Items - Utility Coordination is the critical path item for this submittal. The utility information is critical to the development of proposed storm sewer profile for the project.

Draft Final Construction Plans

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

Final Construction Plans

Three (3) hard copies of signed and sealed 11" x 17" released for construction drawings
One (1) PDF copy of released for construction drawings
One (1) CD copy of ACAD drawing files
One (1) copy of project bid tabulation (Excel, PDF, and Word formats)
One (1) copy of the construction scope (PDF and Word format)
One (1) electronic copy of all information listed above
One (1) copy of Technical Specifications

Meetings

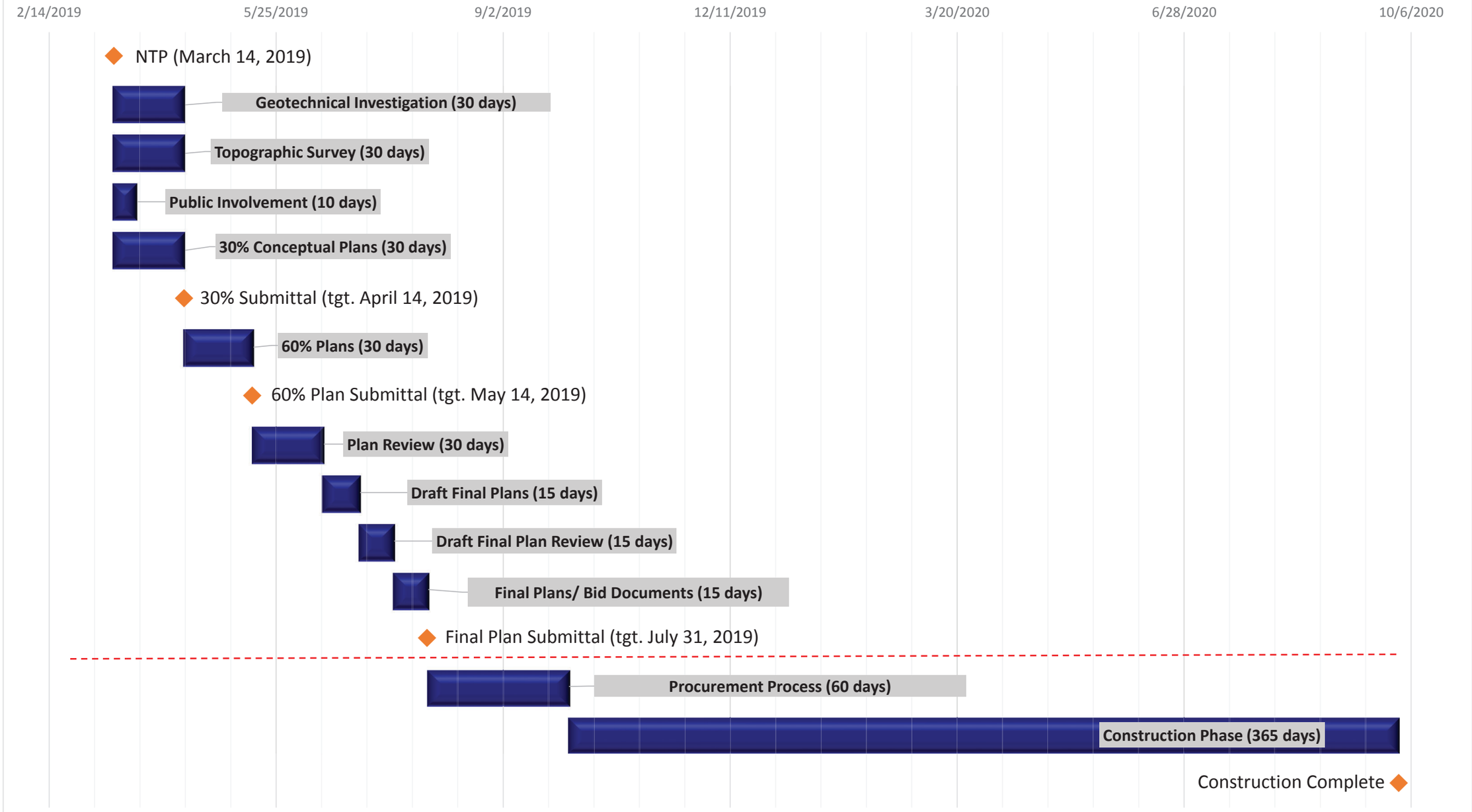
As described in scope.

Schedule

Sigma plans to complete Tasks 100 thru 500 by July 31, 2019.

Exhibit "B"

Erress Blvd., Rochelle Dr. & Diego Circle "Fast Track" Schedule



ENGINEERING SERVICES FOR
Erress Boulevard, Rochelle Drive and Diego Circle Sidewalk and Drainage Improvements
Final Manhour Estimate
February 21, 2019

	Engineering					Surveying					
Task Description	Admin (hours)	CADD (hours)	Jr. Engineer (hours)	Engineer (hours)	Sr. Engr. (hours)	CADD Technican II (hours)	Professional Land Surveyor (hours)	Sr. Professional Land Surveyor (hours)	2 Person Survey Crew (hours)	Subconsultant Fee	Engineering Fee
Task 100 Coordination Meetings	4		25.5		18						$ 4,797.50
Task 200 Topographic Survey						30	15	5	160		$ 43,175.80
Task 300 Proposed Drainage Design	1	16	32		8						$ 5,130.00
Task 400 Proposed Sidewalk and Drainage Improvement Plans	11	230	88		56						$ 33,990.00
Task 500 Bid Tabulation and Cost Estimating	4	0	24		8						$ 3,320.00
Task 600 Construction Assistance	2	12	32	4	8						$ 5,300.00
Total Manhours =	22	258	201.5	4	98					$ -	$ 95,713.30
	$ 50.00	$ 80.00	$ 85.00	$ 110.00	$ 135.00	$ 95.00	$ 120.00	$ 165.00	$ 235.63		
	$ 1,100.00	$ 20,640.00	$ 17,127.50	$ 440.00	$ 13,230.00	$ 2,850.00	$ 1,800.00	$ 825.00	$ 37,700.80	$ -	$ 95,713.30

Total Surveying Lump Sum Fee= $ 43,175.80

Pre-Construction Engineering Fee= $ 47,237.50
Post-Construction Engineering Fee= $ 5,300.00
Total Engineering Lump Sum Fee= $ 52,537.50

Total Project Fee= $ 95,713.30

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FEDERAL CONTRACT COMPLIANCE PROVISIONS
FOR
NON-CONSTRUCTION PROJECTS

(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

Updated: November 2018

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

INFORMATION FOR BIDDERS

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

For your bid to be considered responsive, you must complete the following certification forms:

For ALL Bids:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
6. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
7. Certification of Regarding Drug Free Requirement (FORM G)
8. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM H)
9. Architect, Engineer, or Contractor Certification (FORM I)—ADA PROJECTS ONLY

For Contracts Exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Additional Certifications will be required by subcontractors prior to the start of work:

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)

For all subcontracts exceeding $10,000:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Submission of Section 3 Utilization Report for Contracts Exceeding $100,000:

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

THIS PACKET CONTAINS THE FOLLOWING INFORMATION:

SECTION I:
FORMS/CERTIFICATIONS pages 4-19

SECTION II:
SECTION 3 INFORMATION AND REPORTING FORMS pages 20-25

SECTION III:
FEDERAL PROVISIONS pages 26-41

FORM A

CERTIFICATION OF NONSEGREGATED FACILITIES

(Contracts/Subcontracts Exceeding $10,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ __

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

FORM B

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)

(Contracts and Subcontracts Exceeding $10,000)

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY (check one): ☐ CONTRACTOR ☐ SUBCONTRACTOR	
NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE):	
1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes [ ] No [ ]	
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]	
3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ]	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ]	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of $50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.

FORM C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM D

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM E

CERTIFICATION OF MBE/WBE/DBE DESIGNATION

Contractor ___DOES or ____DOES NOT qualify as an MBE/WBE/DBE FIRM

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

1. Name and Address of Company:

2. Identify the Ownership Thereof:	**% of Ownership**

3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):

- ☐ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Disadvantage Business Enterprise (DBE)**

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

FORM F

DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION

All bidders are required in accordance with 2 CFR 200.321 to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☐ I hereby certify that affirmative action will be taken to solicit MBE/WBE contractors. Documentation will be provided to the County and verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM G

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

(Insert Name of Contractor)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or
(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM H

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY

NAME OF COMPANY: _____
ADDRESS OF COMPANY: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:
☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of Owners/Stockholders and % ownership each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of employees claiming Section 3 status
☐ PHA/HA Residential lease less than 3 years from the date of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ Listed of owned equipment
☐ List of all contracts for the past two years

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

Contractor ___DOES or ____DOES NOT qualify as a Section 3 business

FORM I

ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION
(for ADA PROJECTS ONLY)

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. _____

Project Name: _____

Location: **CDBG TARGETED CENSUS TRACTS IN ESCAMBIA COUNTY**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or
Contractor for the
Project: _____
(Legal Name and Address)

_____

_____

Registration Number: _____

Signature: _____

_____
(Print Name)

FORM J

CERTIFICATION OF SECTION 3 PROVISIONS

(Contracts/Subcontracts Exceeding $100,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ _

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.

2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work

FORM K

CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, _____ (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents and in subcontracts over $100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

_____

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES*

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE C
CONTRACTORS'S SECTION 3 NEW HIRES REPORT

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

NOTE: Must be submitted by Contractor prior to final draw.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Prime Contractor:	**Address:**
Project Name:	**Contract Amount:**

Name of Subcontractor	Section 3 business (Y/N)?	Address/Phone	Trade, Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid?	FED ID #

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: $_____

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

SECTION II

SECTION 3 - ECONOMIC OPPORTUNITIES

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- **Low income** is defined as 80% or below the median income of that area
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2018):

# PERSONS IN FAMILY	50% OF MEDIAN	80% OF MEDIAN
1	$22,850	$36,550
2	26,100	41,750
3	29,350	46,950
4	32,600	52,150
5	35,250	56,350
6	37,850	60,500
7	40,450	64,700

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A **Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

Examples include:

Administrative/ Management	Services	Construction
accounting	appliance repair	architecture
payroll	florists	bricklaying
research	marketing	carpentry
bookkeeping	carpet installation	cement/masonry
purchasing	janitorial	demolition
word processing	photography	drywall
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works
		machine operation
		painting
		plastering
		plumbing
		surveying
		tile setting

Who will award the economic opportunities?

Recipients of HUD financial assistance ***and their contractors and subcontractors are required*** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

SECTION 3 COMPLIANCE REPORT

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of $100,000 or more on a CDBG project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at ned@myescambia.com or 850-595-0022.

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

form HUD 60002 (6/2001)
Ref 24 CFR 135

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$
B. Total dollar amount of contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
_____ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION III

FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION

THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

I. Compliance with Determination of Prevailing Wage Rate and Affidavit

A. **The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination NOT APPLICABLE TO THIS PROJECT issued by the U. S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.**

B. All contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rates, as required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.

C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

II. Standard Contract Provisions (Full Text Attached)

All applicable Federal provisions are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Labor Standards Provisions ***NOTE: LABOR STANDARDS (DAVIS-BACON WAGE RATES AND PAYROLL REPORTING) PROVISIONS ARE NOT APPLICABLE TO THIS PROJECT, UNLESS REQUIRED BY OTHER FUNDING SOURCES.***
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act

14. Minority and Women Owned Business Listings
15. Americans with Disabilities Act (ADA)

Each should be carefully reviewed by the bidder to assure existing compliance and/or the capacity to comply with said provisions.

III. Affirmative Action Plan

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

IV. HUD Section 3 Plan and Compliance Requirements

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

V. Access to Related Documents

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Economic Opportunity, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

VI. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

VII. Reporting, Copyrights, and Patents

All required reports will be promptly submitted to the County and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity"

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed , and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non- discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202 (all contracts/subcontracts above $10,000)

(1.) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sections of noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is

to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:
(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may

be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v . Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training

programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

ix. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

x. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements

for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or

training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts $2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the

Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate

lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations there under (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of **six (6)** years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any

interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid **(unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid)**;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

NOTE: The Minimum Wage required in the State of Florida is currently $8.10 per hour. Therefore, contractors must pay at least this amount to hourly workers.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act

with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

19. Energy Efficiency

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

20. Environmental Compliance

As described elsewhere in this document, if this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

21. Termination (Cause and Convenience)—(applicable to contracts and subcontracts over $10,000)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is

given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I(a) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15745 **County Administrator's Report 14. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Design Services for Avery Street Sidewalks and Drainage Design Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Avery Street Sidewalks and Drainage Design Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County and McKim & Creed, Inc., per the terms and conditions of PD 18-19.018, Design Services for Avery Street Sidewalks and Drainage Design Project, for Phase I, Design, a lump sum amount of $59,142.64, and Optional Services of $9,148.75, for a Phase I total of $68,291.39, and for Phase II, limited Contract Administration Services for Construction, a lump sum amount of $10,108.67, for a combined total of $78,400.06, contingent upon funding for Phase II, Construction.

[Funding: Fund 129, 2018 CBDG Entitlement Funds; Cost Center 370232]

BACKGROUND:

Requests for Letters of Interest, PD 18-19.018, Design Services for Avery Street Sidewalks and Drainage Design Project were publicly noticed on December 26, 2018 to two hundred fifty known firms. Responses were received from eight firms on January 15, 2019.

The Selection/Negotiation Committee ranked the firms in the following order:

1. McKim & Creed, Inc.
2. Municipal Engineering Services, Inc.
3. Sigma Consulting Group, Inc.

McKim & Creed, Inc. provided their initial fee proposal on February 14, 2019. On February 21, 2019, the Selection/Negotiation Committee negotiated for Phase I, Design, a lump sum amount of $59,142.64, and Optional Services of $9,148.75, for a Phase I total of $68,291.39, and for Phase II, limited Contract Administration Services for Construction, a lump sum amount of $10,108.67, for a combined total of $78,400.06, contingent upon funding for Phase II, Construction.

BUDGETARY IMPACT:

Funding: Fund 129, 2018 CBDG Entitlement Funds; Cost Center 370232

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

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, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services, and the Purchase Order.

Attachments

Solicitation
Committee Final Ranking
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Design Services for Avery Street Sidewalks and Drainage Design Project
Solicitation Identification Number PD 18-19.018

Letters of Interest Will Be Received Until:
11:59 p.m. CST, January 15, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
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:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@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 Services for Avery Street Sidewalks and Drainage Design Project
Solicitation Identification Number PD 18-19.018

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://submittals.myescambia.com/**

- 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
- 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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Design Services for Avery Street Sidewalks and Drainage Design Project
Solicitation Identification Number PD 18-19.018

I. INFORMATION PACKAGE

Purpose

A. The Engineering Division of Escambia County Public Works Department requests 100% Construction Plans be developed for sidewalks and Drainage along Avery Street from W Street to Gary Circle in Escambia County. A&E services shall provide Final Construction Plans (including, but not limited to, alignment, roadway and drainage cross-section, etc.), permitting, public involvement, geotechnical data, and additional survey as necessary. This project will provide drainage, pavement and sidewalks along the north and south side of Avery Street to their westerly connection points. The A/E will be responsible for acquiring the certified Boundary and Topographic Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

This project is federally funded through the HUD Community Development Grant (CDBG) Program (Grant #B-18-UC-12-0012) and is subject to a hard deadline of July 31st, 2019 for final job completion and payout. The proposed scope should include a timeline that takes this deadline into consideration. The selected firm must comply with all federal grant requirements as provided in the attached Federal Contract Compliance Provisions packet.

A final task involving any construction assistance and project closeout will likely happen after this deadline and will be paid separately. Please include this task in the scope of services and delineate between Task 1 (survey, design, and permitting services) and Task 2 (construction oversight & project closeout services).

B. Scope of Work

It is the intent of the County to provide sidewalks and drainage on the following described scope limits;

Avery Street (North side)

Sidewalks along Avery Street will run from W Street to Gary Circle and will include any drainage necessary to replace the existing drainage ditch running along the north side of Avery Street at this location. This will also include the main drainage structure at the Avery Street pond (Pond #74) *(Approximate length 1700lf)*

A second length of sidewalk will run from W Street to Z Street and will include any drainage necessary to replace the existing drainage ditch running along the south side of Avery Street at this location. (*Approximate length 1100lf)*

C. Description of Work Activities

The services sought are for survey, design, and permitting of a 5' wide sidewalk per FDOT Design Standards along Avery Street from W Street to Gary Circle in Pensacola, Florida. The project length is approximately 2800lf. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances. Additionally, the existing drainage ditches along the north and south rights-of-way will be replaced with stormwater piping and structures.

1. Surveying

a) Prepare a survey for the project along Avery Street from W Street to Z Street on the South side.

b) Prepare a survey for the project along Avery Street from W Street to Gary Circle on the North side.

c) Locate all above ground features and improvements.

d) Identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 "design" ticket listing all utility owners within the project limits shall be provided within 10 days of the Notice to Proceed (NTP).

e) Under Ground Utilities - Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes Subsurface Utility Exploration (SUE) to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates.

f) Perform field location (2-dimensional) of jurisdiction and/or maintained R/W limits as defined by Escambia County.

g) 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.

h) Minimum of two site Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.

i) 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 Digital Terrain Model (DTM) coverage of right-of-way.

j) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.

k) Bearing and Coordinates shall be based on (Survey Map and electronic Files):

- Projection Zone: Florida North
- Projection Type: Lambert Conformal Conic
- Datum: NAD83 (2011)

n) Coordinate with County Surveyor and staff for the collection of surveying data for project.

o) Site benchmarks shall be established using a closed level loop from the nearest government recognized benchmark.

p) No vertical data shall be collected using any form of GPS (static, post processed kinematic, real time kinematic, etc.) that is typically reported to two decimal places (hard shots).

q) Copies of all field notes, raw data files, processed data files, and adjusted data files will be submitted as part of the final submittal package.

2. Engineering

a. Perform design and prepare plans for sidewalk construction and any incidental drainage improvements. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the County which include, but are not limited to, publications such as:

1) The Florida Green Book
2) The Florida Department of Transportation Design Manual (FDM)
3) Escambia County Technical Specifications
4) The FDOT Standard Plans for Road and Bridge Construction
5) The Manual on Uniform Traffic Control Devices MUTCD)
6) The Americans with Disabilities Act (ADA)

b. Provide stormwater and drainage as necessary to accommodate sidewalk in accordance with the County's current drainage ordinance.

c. Prepare Traffic Control Plans as necessary to accommodate construction of sidewalk.

d. Prepare design documentation.

e. Perform a Field Review with plans in hand after 60% and 90% Review comments are received by County.

f. Develop accurate quantities and the supporting documentation in computation booklets.

g. Prepare contract documents, technical specifications and plans.

h. Coordinate sidewalk location with Escambia County within its right of way.

i. Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

j. **Field Reviews:** The Consultant shall make as many trips to the project site as required to obtain necessary data for all

elements of the project.

k. **Technical Meetings:** The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. The Consultant shall prepare, and submit to the County's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

l. **Quality Assurance Quality Control (QAQC):** It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant and their subconsultant(s) under this contract.

m. **Permitting:** Prepare regulatory permit applications as necessary. Address any RAI's produced by the permitting agencies within (5) days of receipt.

n. Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a three (3) week review time for each phase review and other submittals as appropriate. The schedule shall indicate, at a minimum, proposed dates for 60%, 90%, and 100% (Final Plans) and all other appropriate milestones and required submittals.

o. Provide monthly status reports and update meetings through the design and permitting process.

p. Attend progress meetings with the County as necessary.

q. Develop preliminary probable cost of construction estimate at 60% design and final after 90% design is complete.

r. Provide any necessary materials for public announcements or public participation meetings required by the County.

3. Deliverables

a) Plans should be electronically submitted to the County at a standard 40 scale on 11x17, unless otherwise specified below.
   1) Two sets of Conceptual Design Plans for the County and FDOT's review.
   2) Two sets of 60% Design Plans for the County and FDOT's review.
   3) Two sets of 90% Plans and Specifications for the County and FDOT's review.
   4) Two printed sets of 100% signed and sealed Construction

Plans and Specifications (Released for Construction).

4. Compensation

a) Method of compensation is outlined in the professional services contract between the Escambia County Board of County Commissioners and the Consultant.

b) The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction. (Autocad &PDF)

Initial Conceptual Design estimate> $60,000.00
Initial Conceptual Construction Estimate> $600,000.00

Anticipated Disciplines (Function Codes SF 330) for this project:

Code	Description	Points
02	Administrative	1
08	CADD Technician	2
12	Civil Engineer	7
15	Construction Inspector	1
16	Construction Manager	2
23	Environmental Engineer	3
38	Land Surveyor	2
48	Project Manager	2

List of Experience Categories (Profile Codes):

Code	Description
C15	Construction Management
C16	Construction Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments, or Statements
E11	Environmental Planning
E13	Environmental Testing and Analysis
G04	Geographic Information System Services: Development, Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
M01	Mapping Location/Addressing Systems
S10	Surveying; Platting; Mapping; Flood Plain Studies
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping

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 sub-consultants 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 sub-consultants 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

EVALUATION METHOD AND CRITERIA

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Proposals (RFP), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all information solicited in this RFQ, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS
Organization and Staffing – Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**
Experience of the firm & References – Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**
Availability of workload & willingness to meet time requirement – Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**
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 quality control process and how it is conducted with the team.	**20**
TOTAL	**100**

NOTE:

1. If the firm has not completed any projects for Escambia County, the firm must notify the County in the RLI that they will be submitting samples from another Agency. Agency name, contact person, and phone number must also be submitted.

2. Firms that produce all documentation required should receive the highest score possible. If all documentation is not provided, a weighted score will be given.

SELECTION
The selection committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on April 04, 2019.

Escambia County shall provide notice of a decision or intended decision concerning a solicitation, contract award or exceptional purchase by posting. The notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing Date of Requests	**December 26, 2018**
Letters of Interest Due Date	**11:59 p.m. CST, January 15, 2019**
Short-Listing Meeting	**1:00 p.m., CST, January 23, 2019**
Discussion/Ranking Meeting	**3:00 p.m., CST, January 30, 2019**
Written Scope Due to Committee for Review	**February 07, 2019**
Fee Proposal Due to Committee for Review	**February 14, 2019**
1st Negotiations with First Ranked Firms	**9:00 a.m., CST, February 21, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 9:00 a.m., CST, February 26, 2019**
Board of County Commissioners Approval	**April 04, 2019**

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 **February 16, 2019.**

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®, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
   - 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
     - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
       - Past Performance:
         - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
           - Performance record
           - Background Experience
           - Technical Expertise
     - Current Work
       - Proposers shall list all currently active contracts or task orders with the following:
         - Escambia County, Florida,
         - Other Government Entities,
         - Private, and provide 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

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 20 pages).

   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
   - 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

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: _____

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 _____

_____
(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

«Firm_Name»

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 «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Federal_Identification_Number» (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: «Firm_Name» 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 «Contract_Administrator», «CA_Title», «CA_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 «Solicitation_Name»

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 «Contract_Amount_Word»($«Contract_Amount_Numeric») 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 «PD_», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to PD «PD_», 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 $«Contract_Amount_Numeric».

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 «Amount_Words» ($«Amount_Numbers»). 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:

«Firm_Name»
«Firm_Address»
«Firm_City», «Firm_State»«Firm_Zip»

(d) Invoices to the County shall be sent to:

«Department_Name»
«Project_manager_and_Title»
«Dept_Address»
«Dept_City», «Dept_State» «Dept_Zip»

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 the 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 «Firm_Name», 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: _____
Amy Lovoy, Acting County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

«Firm_Name», a «ForProfit_Non» Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

Solicitation: PD 18-19.018 Avery Street Sidewalks and Drainage Design Project

Committee Evaluation	Sigma Consulting Group, Inc.	McKim & Creed, Inc.	Municipal Engineering Services, Inc.
Individual Committee Member Scores			
TJ Williams	175	186	184
James Duncan	168	173	170
Chris Curb	181	189	187
Total	**524**	**548**	**541**
Individual Committee Member Ranking Based on Scores			
TJ Williams	3	1	2
James Duncan	3	1	2
Chris Curb	3	1	2
Total	**9**	**3**	**6**
Final Ranking	**3**	**1**	**2**

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**17**	20	18
What is your familiarity with drainage in the project area?	**20**	**17**	19	20
What is your current work load? Will your firm able to accommodate the tight time frame; 90-day design?	**35**	**32**	33	34
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**25**	**20**	24	25
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**18**	19	18

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**TJ Williams**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**22**	22	21
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**31**	31	30
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.	**20**	**18**	18	18
Total	**200**	**175**	**186**	**184**

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**16**	19	17
What is your familiarity with drainage in the project area?	**20**	**16**	18	18
What is your current work load? Will your firm able to accommodate the tight time frame; 90-day design?	**35**	**31**	32	32
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**25**	**23**	24	23
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**18**	19	17

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**James Duncan**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**22**	21	20
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**24**	23	25
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.	**20**	**18**	17	18
Total	**200**	**168**	**173**	**170**

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
What projects have your design team completed in the area and how would your experience benefit this project?	**20**	**18**	20	19
What is your familiarity with drainage in the project area?	**20**	**17**	20	18
What is your current work load? Will your firm able to accommodate the tight time frame; 90-day design?	**35**	**32**	30	33
Why is your firm more suited to provide the best design in the allotted time; explain approach?	**25**	**22**	24	25
Organization and Staffing: Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.	**20**	**19**	20	19

PD 18-19.018 Design Services for Avery Street Sidewalks and Drainage Project

Final Ranking Criteria		**January 30, 2018**
Selection Committee Member:	**Chris Curb**	

		Points Awarded To:		
Criteria:	**Available Points**	**Sigma Consulting Group, Inc.**	**McKim & Creed, Inc.**	**Municipal Engineering Services, Inc.**
Experience of the firm & References: Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.	**25**	**25**	23	24
Availability of workload & willingness to meet time requirement: Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.	**35**	**29**	32	31
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.	**20**	**19**	20	18
Total	**200**	**181**	**189**	**187**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

McKim & Creed, 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 25th day of February, 2019, 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 McKim & Creed, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 1206 N. Palafox Street, Pensacola, FL 32501, and whose Federal tax identification number is 56-2136769 (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: McKim & Creed, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Thomas TJ Williams, Public Works, Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for Avery Street Sidewalks and Drainage Design Project

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) 2018-2019 for Phase I, Design, a lump sum amount of $59,142.64, and Optional Services of $9,148.75, for a Phase I total of $68,291.39, and for Phase II, limited Contract Administration Services for Construction, a lump sum amount of $10,108.67, for a combined total of $78,400.06, for this project contingent upon funding for Phase II, Construction.

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 18-19.018, Design Services for Avery Street Sidewalks and Drainage Design Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.018, 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 $600,000.00.

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: for Phase I, Design, a lump sum amount of $59,142.64, and Optional Services of $9,148.75, for a Phase I total of $68,291.39, and for Phase II, limited Contract Administration Services for Construction, a lump sum amount of $10,108.67, for a combined total of $78,400.06, for this project contingent upon funding for Phase II, Construction.

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:

McKim & Creed, Inc.
1206 N. Palafox Street
Pensacola, FL32501

(d) Invoices to the County shall be sent to:

Public Works, Engineering
Thomas TJ Williams
3363 West Park Place
Pensacola, FL 32505

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 the 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.

9.22 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 McKim & Creed, Inc., 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:

_____
Witness

By: _____
Amy Lovoy, Interim County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:

McKim & Creed, Inc., a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
A. Street Lee, P.E., Vice President

By: _____
Secretary

Date: _____

Escambia County PD 18-19.018 Avery Street Sidewalks and Drainage Design
Civil Engineering Scope of Work

Project Summary

This project primarily consists of the design of sidewalks for pedestrian traffic along Avery Street between Gary Circle and North W Street. Sidewalk will be designed along the north side of Avery for the entire project length and along the south side of Avery from Z Street to W Street. The project also includes the design of a new closed storm water collection and conveyance system to replace the existing open ditches. Drainage improvements necessary to install the sidewalks, maintain existing drainage patterns, correct known drainage issues and remove the existing open ditches will be included in the design, within the constraints of the budget for construction. Design features will comply with current ADA Standards, FDOT Design and Construction Standards, Public Right of Way Accessibility Guidelines (PROWAG), and COUNTY guidelines. The length of the project is approximately 1,715 linear feet (0.3 miles).

TASKS INCLUDED IN DESIGN BASE SERVICES SCOPE

Task 1: General Tasks

1.1. Regular progress reports, delivered to County PM every two weeks, documenting actions taken, actions to be taken, status of project schedule, and contacts with project stakeholders (the stakeholder contacted, the issue, and the resolution), and the status of the plans.

1.2. Initial Project Schedule submitted within ten (10) days of Notice to Proceed and status updates provided with each subsequent phase submittal.

Task 2: Data Collection and Review

2.1. Limited supplement of previously completed survey for design, by others. The County will be providing a previously completed survey from another consultant for use in the design of this project. Other than general verification by field walkthrough of the existing conditions versus those presented in the survey by others, we accept no responsibility for the accuracy of the survey data we are to be provided.

2.2. Geotechnical Engineering (by Geotechnical sub-consultant)

- Six (6) borings to a depth of eight (8) feet, north shoulder of Avery
- Four (4) borings to a depth of eight (8) feet, south shoulder of Avery
- Five (5), asphalt pavement cores along Avery and/or at side streets.

1206 North Palafox Street
Pensacola, FL 32501
850.994.9503
www.mckimcreed.com

- Analysis and reporting to include boring location plan, boring logs with USCS soil classifications, summary of subsurface conditions, recommendations for suitability of native soils for re-use as trench backfill, encountered and estimated seasonal high groundwater levels at boring locations, existing asphalt thicknesses from pavement cores at side streets, paving design recommendations for replacement, and earthwork recommendations.

2.3. Site-Specific Survey (by Environmental sub-consultant)

- Delineate wetlands within the jurisdiction of either the Florida Department of Environmental Protection/Northwest Florida Water Management District and the Corps of Engineers according to state and federal procedural guidelines.
- Prepare a Environmentally Sensitive Lands composite map displaying findings from available GIS data relating to: Shoreline Protection Zones; Aquatic preserves and the Escambia River Management Area; Outstanding Florida Waters; Essential fishery habitat; Floodplain areas; and Potable water wells, cones of influence, and potable water well fields;
- Obtain list of known cultural resources on or adjacent to the subject property from the Florida Master File. Observations of obvious cultural resources will be noted during the site inspection.
- Visually inspect the subject property to determine the probability of presence of species or habitat listed as Threatened, Endangered, or Special Concern by the Endangered Species Act or Florida Statutes known to inhabit Escambia County. If protected species are identified, conducting specific surveys to quantify population data and/or agency species coordination will be conducted as a separate scope of work.

Task 3: Design Analysis

3.1. Meet with Public Works Department staff for input on maintenance and historical complaints.

3.2. Design report including meeting minutes, special technical specifications (if required), design calculations and design recommendations.

3.3. Potential deviations from the County's typical sidewalk section, including but not limited to offset from travel, width and alignment will be documented as early as possible in the design process and brought to the County PM's attention for development of a solution to avoid a Design Variance/Exception.

Task 4: Construction Documents Preparation

- *General Requirements*
  - Plan contents for each submittal will be in accordance with the attached Summary of Phase Submittals checklist, with the strikethrough items of the checklist not required

4.1. Phase I (60%) Submittal

- Two (2) hard copy of the Plans,
- Preliminary cost estimate based on the latest available market-based unit prices, and
- Electronic (PDF) copies of Phase Submittal materials.

4.2. Phase II (90%) Submittal

- Two (2) hard copy of the Plans,
- Final draft of cost estimate based on the latest available market-based unit prices, and electronic (PDF) copies of Phase Submittal materials.

4.3. Phase III (100% For Construction) Submittal

- Two (2) signed and sealed hard copies of the Plans,
- Final cost estimate based on the latest available market-based unit prices, and
- Electronic (PDF) copies of Phase Submittal materials.

4.4. Bid Package Submittal

- Preparation of materials for use by County during public bid process, including electronic (DOCX & PDF) copies of the following:
  - Project Narrative,
  - Project Specifications,
  - Geotechnical, SUE and other technical reports produced during design, and
  - Project Bid Form.

4.5. Project Closeout Submittal

- Electronic copies final plan production AutoCAD DWG files.

Task 5: Permitting

5.1. Exemption Verification or Noticed General Permit submittal package to NWFWMD/FDEP, including up to two rounds of responses to comments. (Permit fee included.)

Task 6: Utility Coordination

6.1. Prior to the Phase I submittal, send electronic letters and copies of survey data plans to each utility. Includes contact by email/phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area.

6.2. At the Phase II, III and IV submittals, send electronic letters, sets of plans and the utility conflict matrix to each utility. Include information related to points of anticipated conflict between the proposed construction and existing utilities, efforts proposed to resolve the conflict, and identification of the party responsible for the resolving action (i.e. Contractor, Utility Owner, etc.).

6.3. At the Phase II, III and IV submittals, conduct a plans-in-hand project site walk through with the County PM and Utility representatives.

6.4. Provide County with written confirmation from each utility owner that the conflicts, proposed resolutions and party responsible for resolving action is acceptable to the utility owner.

TASKS INCLUDED IN DESIGN OPTIONAL SERVICES SCOPE

Task O.1: Subsurface Utility Engineering (SUE)

- Quality Level "A" SUE survey and marking for up to thirty-six (36) test holes, based on nine (9) investigation locations and five (4) test holes at each location.
- Written report for each SUE location. Summary will note verification of utilities, identification of marked utilities that could not be verified, and unmarked utilities discovered during investigation.

TASKS INCLUDED IN POST-DESIGN BASE SERIVCES SCOPE

Task 7: Bidding Through Closeout

7.1. Attendance at pre-bid meeting.

7.2. Respond to Request For Information (RFI) and issue addendums during bidding.

7.3. Attend bid opening and issue certified bid tabulation following meeting.

7.4. Attend pre-construction conference. (Recording and issuance of minutes from meeting by third-party CEI.)

7.5. Review and approval of contractor shop drawings during construction.

7.6. On an as-needed basis during construction, address issues with design or unforeseen construction issues

7.7. Prepare as-built drawings based upon third-party CEI markups and inspections.

Specifically Excluded from Consultant's Scope

- Preparation of materials, attendance at or other supporting activities for Public Input Meetings.
- Signing, pavement marking analysis for existing signage/markings along project corridor. (Anticipate replacement markings where disturbed and new signing/marking only where required by sidewalk route.)
- Non-Jurisdictional Determiniation or Pre-Construction Notification for Nationwide Permit submittal to ACOE. Based on preliminary observation, no existing ditches were noted as having base flow; therefore, no scope of work involving the ACOE is proposed.

Escambia County PD 18-19.018 Avery Street Sidewalks and Drainage Design
Preliminary Schedule

- Award – April 4th
- Notice to Proceed – April 8th
- Authorize Geotech/SUE – April 8th
- Initial Utility Agency/Owner (UAO) Coordination – April 15th
- Design Kick-off Meeting with County – April 22nd
- Survey/Geotech/SUE Complete – May 3rd
- Interim UAO Coordination – May 24th
- 60% Interim Submittal – June 21st
- UAO Field Walkthrough – June 28th
- 90% Interim Submittal – July 19th
- UAO Sign-offs in Hand – July 26th
- 100% Final Submittal – July 31st

1206 North Palafox Street
Pensacola, FL 32501
850.994.9503
www.mckimcreed.com

PROJECT: **Avery Street Sidewalks and Drainage Design** DATE: February 22, 2019

COUNTY ENGINEERING DESIGN NO.: PD 18-19.018 REVISION NO.: 1

PROPOSED DESIGN BASE SERVICES SUMMARY

TASK 1: GENERAL TASKS		PRIME CONSULTANT JOB CLASSIFICATIONS AND WAGE RATES	ENGIN. MANAGER	SR. PROJ. MANAGER	ENGIN. INTERN	CAD TECHNICIAN	CONST. OBSERVER	SR. SURVEY PROJ. MGR.	2-PERSON SURVEY FIELD PARTY	SURVEY CAD TECHNICIAN	UTILITY ENGIN. SR. PROJ. MGR.	2-PERSON UTIL. ENG. FIELD PARTY	SUB-TOTAL HOURS	AMMOUNT
TASK	**DESCRIPTION**		$ 84.00	$ 71.00	$ 32.00	$ 24.00	$ 23.00	$ 74.00	$ 52.00	$ 32.00	$ 77.00	$ 62.00		
1.1	Progress Reports			10									10	$ 710.00
1.2	Initial Project Schedule and Updates		2	5									7	$ 523.00
	PRIME CONSULTANT TASK 1 LABOR SUB-TOTAL		2	15	0	0	0	0	0	0	0	0	17	$ 1,233.00
TASK 2: DATA COLLECTION AND REVIEW														
TASK	**DESCRIPTION**													
2.1	Supplemental Survey for Design							5	10	10			25	$ 1,210.00
2.2	Geotechnical Engineering		BY SUB-CONSULTANT.											$ 4,000.00
2.3	Environmental Site-Specific Survey		BY SUB-CONSULTANT.											$ 1,500.00
	PRIME CONSULTANT TASK 2 LABOR SUB-TOTAL		0	0	0	0	0	5	10	10	10	40	25	$ 1,210.00
TASK 3: DESIGN ANALYSIS														
TASK	**DESCRIPTION**													
3.1	Review of Historical Issues with Public Works			0.5	0.5								1	$ 51.50
3.2	Design Report / Documentation		2	20	10								32	$ 1,908.00
3.3	Resolution of Potential Variations/Exceptions		2	5	1.5								8.5	$ 571.00
	PRIME CONSULTANT TASK 3 LABOR SUB-TOTAL		4	25.5	12	0	0	0	0	0	0	0	41.5	$ 2,530.50
TASK 4: CONSTRUCTION DOCUMENTS														
TASK	**DESCRIPTION**													
4.1	Phase I - 60%		8	40	35	90	10						183	$ 7,022.00
4.2	Phase II - 90%		3	10	10	20	5						48	$ 1,877.00
4.3	Phase III - 100%		2	5	5	10	2						24	$ 969.00
4.4	Bid Package		2	5	5								12	$ 683.00
4.5	Project Closeout Submittal			1.5		5	2						8.5	$ 272.50
	PRIME CONSULTANT TASK 4 LABOR SUB-TOTAL		15	61.5	55	125	19	0	0	0	0	0	275.5	$ 10,823.50
TASK 5: PERMITTING														
TASK	**DESCRIPTION**													
5.1	Exception Verif. / Noticed Gen. Permit (NWFWMD)			1	2								3	$ 135.00
	PRIME CONSULTANT TASK 5 LABOR SUB-TOTAL		0	1	2	0	0	0	0	0	0	0	3	$ 135.00
TASK 6: UTILITY COORDINATION														
TASK	**DESCRIPTION**													
6.1	Initial Utility Contact (prior to Phase I)			2									2	$ 142.00
6.2	Utility Submittals and Coordination (Phases II, III, IV)		2	10	20	10							42	$ 1,758.00
6.3	Plans-in-hand Walkthrough (Phases II, III, IV)			10			10						20	$ 940.00
6.4	Written Acceptance / Confirmation from Utilities			4									4	$ 284.00
	PRIME CONSULTANT TASK 6 LABOR SUB-TOTAL		2	26	20	10	10	0	0	0	0	0	68	$ 3,124.00
	PRIME CONSULTANT TOTAL DESIGN BASE SERVICES MANHOURS		23	129	89	135	29	5	10	10	10	40	430	

SUB-TOTAL PRIME CONSULTANT DESIGN BASE SERVICES LABOR		$ 19,056.00
OVERHEAD %	168.00%	$ 32,014.08
OPERATING MARGIN %	12.00%	$ 2,286.72
+ FACILITIES CAPITAL COST OF MONEY %	1.50%	$ 285.84
SUB-TOTAL PRIME CONSULTANT DESIGN BASE SERVICES FEE		$ 53,642.64
SUB-TOTAL SUB-CONSULTANT DESIGN BASE SERVICES FEE		$ 5,500.00
SUB-TOTAL DESIGN BASE SERVICES FEE		**$ 59,142.64**

PROPOSED DESIGN OPTIONAL SERVICES SUMMARY

TASK O.1: SUBSURFACE UTILITY ENGINEERING		PRIME CONSULTANT JOB CLASSIFICATIONS AND WAGE RATES	ENGIN. MANAGER	SR. PROJ. MANAGER	ENGIN. INTERN	CAD TECHNICIAN	CONST. OBSERVER	SR. SURVEY PROJ. MGR.	2-PERSON SURVEY FIELD PARTY	SURVEY CAD TECHNICIAN	UTILITY ENGIN. SR. PROJ. MGR.	2-PERSON UTIL. ENG. FIELD PARTY	SUB-TOTAL HOURS	AMMOUNT
TASK	**DESCRIPTION**		$ 84.00	$ 71.00	$ 32.00	$ 24.00	$ 23.00	$ 74.00	$ 52.00	$ 32.00	$ 77.00	$ 62.00		
O.1.1	Subsurface Utility Engineering (SUE)										10	40		$ 3,250.00
	PRIME CONSULTANT TASK O.1 LABOR SUB-TOTAL		0	0	0	0	0	0	0	0	10	40	0	$ 3,250.00
PRIME CONSULTANT TOTAL DESIGN OPTIONAL SERVICES MANHOURS			0	0	0	0	0	0	0	0	10	40	0	

SUB-TOTAL PRIME CONSULTANT DESIGN OPTIONAL SERVICES LABOR		$ 3,250.00
OVERHEAD %	168.00%	$ 5,460.00
OPERATING MARGIN %	12.00%	$ 390.00
+ FACILITIES CAPITAL COST OF MONEY %	1.50%	$ 48.75
SUB-TOTAL PRIME CONSULTANT DESIGN OPTIONAL SERVICES FEE		$ 9,148.75
SUB-TOTAL SUB-CONSULTANT DESIGN OPTIONAL SERVICES FEE		$ 0.00
SUB-TOTAL DESIGN OPTIONAL SERVICES FEE		**$ 9,148.75**

PROPOSED POST-DESIGN BASE SERVICES SUMMARY

TASK 7: BIDDING THROUGH CLOSEOUT		PRIME CONSULTANT JOB CLASSIFICATIONS AND WAGE RATES	ENGIN. MANAGER	SR. PROJ. MANAGER	ENGIN. INTERN	CAD TECHNICIAN	CONST. OBSERVER	SR. SURVEY PROJ. MGR.	2-PERSON SURVEY FIELD PARTY	SURVEY CAD TECHNICIAN	UTILITY ENGIN. SR. PROJ. MGR.	2-PERSON UTIL. ENG. FIELD PARTY	SUB-TOTAL HOURS	AMMOUNT
TASK	**DESCRIPTION**		$ 84.00	$ 71.00	$ 32.00	$ 24.00	$ 23.00	$ 74.00	$ 52.00	$ 32.00	$ 77.00	$ 62.00		
7.1	Pre-Bid Meeting			2			2						4	$ 188.00
7.2	Response to RFI's; Issue Addenda			4		4	2						10	$ 426.00
7.3	Bid Opening and Certified Bid Tabulation			4			2						6	$ 330.00
7.4	Pre-Construction Meeting			2			2						4	$ 188.00
7.5	Review / Approve Shop Drawings			5			2						7	$ 401.00
7.6	Post-Design and Inspection Services			10			40						50	$ 1,630.00
7.7	Post-Construction As-Built Drawings			2		10	2						14	$ 428.00
	PRIME CONSULTANT TASK 7 LABOR SUB-TOTAL		0	29	0	14	52	0	0	0	0	0	95	$ 3,591.00
PRIME CONSULTANT TOTAL POST-DESIGN BASE SERVICES MANHOURS			0	58	0	28	104	0	0	0	0	0	190	

SUB-TOTAL PRIME CONSULTANT OPTIONAL SERVICES LABOR		$ 3,591.00
OVERHEAD %	168.00%	$ 6,032.88
OPERATING MARGIN %	12.00%	$ 430.92
+ FACILITIES CAPITAL COST OF MONEY %	1.50%	$ 53.87
SUB-TOTAL PRIME CONSULTANT POST-DESIGN BASE SERVICES FEE		$ 10,108.67
SUB-TOTAL SUB-CONSULTANT POST-DESIGN BASE SERVICES FEE		$ 0.00
SUB-TOTAL POST-DESIGN BASE SERVICES FEE		**$ 10,108.67**
TOTAL NOT-TO-EXCEED FEE		**$ 78,400.06**

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FEDERAL CONTRACT COMPLIANCE PROVISIONS
FOR
NON-CONSTRUCTION PROJECTS

(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

Updated: November 2018

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

INFORMATION FOR BIDDERS

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

For your bid to be considered responsive, you must complete the following certification forms:

For ALL Bids:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
6. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
7. Certification of Regarding Drug Free Requirement (FORM G)
8. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM H)
9. Architect, Engineer, or Contractor Certification (FORM I)—ADA PROJECTS ONLY

For Contracts Exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Additional Certifications will be required by subcontractors prior to the start of work:

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)

For all subcontracts exceeding $10,000:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM J)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM K)

Submission of Section 3 Utilization Report for Contracts Exceeding $100,000:

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

THIS PACKET CONTAINS THE FOLLOWING INFORMATION:

SECTION I:
FORMS/CERTIFICATIONS pages 4-19

SECTION II:
SECTION 3 INFORMATION AND REPORTING FORMS pages 20-25

SECTION III:
FEDERAL PROVISIONS pages 26-41

FORM A

CERTIFICATION OF NONSEGREGATED FACILITIES

(Contracts/Subcontracts Exceeding $10,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ __

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

FORM B

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)

(Contracts and Subcontracts Exceeding $10,000)

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY (check one): ☐ CONTRACTOR ☐ SUBCONTRACTOR	
NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE):	
1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes [ ] No [ ]	
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]	
3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ]	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ]	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work

Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of $50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.

FORM C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM D

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM E

CERTIFICATION OF MBE/WBE/DBE DESIGNATION

Contractor ___DOES or ____DOES NOT qualify as an MBE/WBE/DBE FIRM

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

1. Name and Address of Company:

2. Identify the Ownership Thereof:	**% of Ownership**

3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):

- ☐ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Disadvantage Business Enterprise (DBE)**

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

FORM F

DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION

All bidders are required in accordance with 2 CFR 200.321 to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☐ I hereby certify that affirmative action will be taken to solicit MBE/WBE contractors. Documentation will be provided to the County and verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Firm Name:	
Firm Address:	

FORM G

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

(Insert Name of Contractor)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or
(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

FORM H

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY

NAME OF COMPANY: _____
ADDRESS OF COMPANY: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:
☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of Owners/Stockholders and % ownership each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of employees claiming Section 3 status
☐ PHA/HA Residential lease less than 3 years from the date of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ Listed of owned equipment
☐ List of all contracts for the past two years

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

WITNESSES:

By:	**Print Name:**
By:	**Print Name:**

Contractor ___DOES or ____DOES NOT qualify as a Section 3 business

FORM I

ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION
(for ADA PROJECTS ONLY)

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. _____

Project Name: _____

Location: **CDBG TARGETED CENSUS TRACTS IN ESCAMBIA COUNTY**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or
Contractor for the
Project: _____
(Legal Name and Address)

_____

_____

Registration Number: _____

Signature: _____

_____
(Print Name)

FORM J

CERTIFICATION OF SECTION 3 PROVISIONS

(Contracts/Subcontracts Exceeding $100,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: _____ _

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.

2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work

FORM K

CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, _____ (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents and in subcontracts over $100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

_____

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES*

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE C
CONTRACTORS'S SECTION 3 NEW HIRES REPORT

JOB CATEGORY	ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT	NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO OF POSITIONS NOT OCCUPIED	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICER/SUPERVISIORS				
PROFESSIONALS				
TECHNICAL				
HSG SALES/RENTAL MGMT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:_____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				
TRADE: _____				
JOURNEYMEN				
HELPERS				
APPRENTICES				
TRAINEES				
OTHERS				

NOTE: Must be submitted by Contractor prior to final draw.

Company Name:	
Name and Title of Authorized Representative (Please Print or Type):	
Signature:	**Date:**
Project Name:	**Project No:**

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Prime Contractor:	**Address:**
Project Name:	**Contract Amount:**

Name of Subcontractor	Section 3 business (Y/N)?	Address/Phone	Trade, Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid?	FED ID #

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: $_____

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

SECTION II

SECTION 3 - ECONOMIC OPPORTUNITIES

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- **Low income** is defined as 80% or below the median income of that area
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2018):

# PERSONS IN FAMILY	50% OF MEDIAN	80% OF MEDIAN
1	$22,850	$36,550
2	26,100	41,750
3	29,350	46,950
4	32,600	52,150
5	35,250	56,350
6	37,850	60,500
7	40,450	64,700

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A **Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training
- Employment
- Contracts

Examples include:

Administrative/ Management	Services	Construction
accounting	appliance repair	architecture
payroll	florists	bricklaying
research	marketing	carpentry
bookkeeping	carpet installation	cement/masonry
purchasing	janitorial	demolition
word processing	photography	drywall
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works
		machine operation
		painting
		plastering
		plumbing
		surveying
		tile setting

Who will award the economic opportunities?

Recipients of HUD financial assistance ***and their contractors and subcontractors are required*** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

SECTION 3 COMPLIANCE REPORT

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of $100,000 or more on a CDBG project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at ned@myescambia.com or 850-595-0022.

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

form HUD 60002 (6/2001)
Ref 24 CFR 135

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$
B. Total dollar amount of contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
_____ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

SECTION III

FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION

THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

I. Compliance with Determination of Prevailing Wage Rate and Affidavit

A. **The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination NOT APPLICABLE TO THIS PROJECT issued by the U. S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.**

B. All contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rates, as required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.

C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

II. Standard Contract Provisions (Full Text Attached)

All applicable Federal provisions are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Labor Standards Provisions ***NOTE: LABOR STANDARDS (DAVIS-BACON WAGE RATES AND PAYROLL REPORTING) PROVISIONS ARE NOT APPLICABLE TO THIS PROJECT, UNLESS REQUIRED BY OTHER FUNDING SOURCES.***
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act

14. Minority and Women Owned Business Listings
15. Americans with Disabilities Act (ADA)

Each should be carefully reviewed by the bidder to assure existing compliance and/or the capacity to comply with said provisions.

III. Affirmative Action Plan

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

IV. HUD Section 3 Plan and Compliance Requirements

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

V. Access to Related Documents

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Economic Opportunity, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

VI. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

VII. Reporting, Copyrights, and Patents

All required reports will be promptly submitted to the County and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity"

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed , and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non- discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202 (all contracts/subcontracts above $10,000)

(1.) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sections of noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet

the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:
(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices

may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v . Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training

programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

ix. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

x. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts $2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations

(24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations there under (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of **six (6)** years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local

Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid **(unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid)**;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

NOTE: The Minimum Wage required in the State of Florida is currently $8.10 per hour. Therefore, contractors must pay at least this amount to hourly workers.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to

the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

19. Energy Efficiency

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

20. Environmental Compliance

As described elsewhere in this document, if this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

21. Termination (Cause and Convenience)—(applicable to contracts and subcontracts over

$10,000)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

   (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

   (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I(a) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

   (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

   (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

   If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

   For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15742 **County Administrator's Report 14. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Contract Award for Escambia County Supervisor of Elections Warehouse Modification
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Escambia County Supervisor of Elections Warehouse Modification - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Vision Construction Ent, LLC, per the terms and conditions of PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification, in the amount of Base Bid $1,412,900, and Alternate Bid #1 $9,679. for a total of $1,422,579.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project Number 17PF3753]

BACKGROUND:

The acquisition and renovation of the space at 3201 West Navy Boulevard is for the Supervisor of Elections Office. The Supervisor of Elections Office identified the space at 3201 West Navy Boulevard as a viable option. The new facility is planned for warehouse operations, which are currently located on Blount Street, behind Facilities Management; to consolidate its records storage, which is currently located in four different county locations; and to provide on-site training space for election workers, which has currently been done in numerous locations around the county.

The Board approved the recommendation for the property acquisition on November 2, 2017 from New Dimensions Christian Center for a purchase price of $955,000.

The legal advertisement fo rthis "Invitation to Bid" was advertised in the Pensacola News Journal on January 28, 2019. A Non-Mandatory Pre-Solicitation Conference was held on February 5, 2019. Thirteen firms were represented at that meeting. Bids were received from nine firms on February 22, 2019. Vision Construction Ent, LLC is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 110267, Object Code 56201, Project Number 17PF3753

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, FORM A: Construction- A/E Designed

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract FORM A: Construction- A/E Designed and Purchase Order.

Attachments

Agreement
Bid Tabulation
Award Determination Checklist
Bid Analytics
Bid Notifications
Online Bid Views and File Downoads

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Vision Construction Ent, LLC

FOR

PD 18-19.024, ESCAMBIA COUNTY SUPERVISOR OF ELECTIONS WAREHOUSE MODIFICATION

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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Exhibit I/Technical Specifications **Project Manual Warehouse Renovation, Bid Set, January 11, 2019, TOWNES + architects, P.A.**

Exhibit J/Supplemental Terms and Conditions

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND VISION CONSTRUCTION ENT, LLC FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Vision Construction Ent, LLC (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with Escambia County Supervisor of Elections Warehouse Modification ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

One Million Four Hundred Twenty-Two Thousand Five Hundred Seventy Nine Dollars

$1,422,579.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy 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. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within one hundred forty (140) 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 seventy (170) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $150.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases- FORM OF0205
Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **Escambia County Supervisor of Elections Warehouse Renovation, TOWNES + architects, P.A., pages 1 - 51**
Exhibit I: Technical Specifications **Project Manual Warehouse Renovation, Bid Set, January 11, 2019, TOWNES + architects, P.A.**
Exhibit J: Supplemental Terms and Conditions
Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
100 East Blount Street
Pensacola, Florida 32505
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Vision Construction Ent, LLC
P.O. Box 9604
Pensacola, Florida 32513
Attn: Garry Crook

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 Vision Construction ENT, LLC 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: _____
Amy Lovoy, Interim County Administrator

Date: _____

BCC Approved: March 7, 2019

CONTRACTOR:
Vision Construction Ent, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. 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 on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and

notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed

substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its

proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the

insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include

but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to

be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 22. WARRANTY

22.1. 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 23. TESTS AND INSPECTIONS

23.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

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 Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

23.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

23.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

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 or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

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 or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 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, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 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 or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent 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.

Section 29. SAFETY

29.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS.

30.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
By:_____

Name:_____

_____
Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____
Witness

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, 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.

ENDORSEMENTS/ADDITIONAL INSURANCE

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
 Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

EXHIBIT G

SUPPLEMENTAL TERMS AND CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and contact person for the material supplier
b. manufacturer or brand, model or specification number of the item
c. quantity needed as estimated by Contractor
d. the price quoted by the supplier for the materials identified therein
e. any sales tax associated with such quote

f. delivery dates as established by Contractor
g. any reduction in Contractor's cost for both the Payment Bond and the
h. Performance Bond
i. shipping, handling and insurance costs

j. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal.
k. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of

purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.

1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work.

1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging

such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 18-19.024 **Solicitation Name:** Escambia County Supervisor of Elections Warehouse Modification										
Bid Opening Time: 2:00 p.m. CST **Bid Opening Date:** 2/22/2019 **Bid Opening Location:** Rm 11.407 **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	Bid Total	Alt Bid #1	Total
Vision Construction Ent, LLC	Y	Bond	Y	Y	Y	Y	Y	$1,412,900.00	$9,679.00	$1,422,579.00
Emerald Coast Constructors, Inc.	Y	Bond	Y	Y	Y	Y	Y	$1,414,000.00	$10,000.00	$1,424,000.00
Birkshire Johnstone, LLC	Y	Bond	Y	Y	Y	Y	Y	$1,483,000.00	$9,700.00	$1,492,700.00
Larry Hall Construction, Inc.	Y	Bond	Y	Y	Y	Y	Y	$1,643,000.00	$9,500.00	$1,652,500.00
Morette Company	Y	Bond	Y	Y	Y	Y	Y	$1,669,000.00	$9,800.00	$1,678,800.00
Joy Gordon Construction, LLC	Y	Bond	Y	Y	Y	Y	Y	$1,681,000.00	$10,096.00	$1,691,096.00
A.E. New, Jr., Inc.	Y	Bond	Y	Y	Y	Y	Y	$1,743,000.00	$10,000.00	$1,753,000.00
Dominguez Design-Build, Inc.	Y	Bond	Y	Y	Y	Y	Y	$1,798,000.00	$10,500.00	$1,808,500.00
Empire Builders Group, Inc.	Y	Bond	Y	Y	Y	Y	Y	$1,910,000.00	$17,000.00	$1,927,000.00

Bids Opened By:	Paul R. Nobles, Purchasing Manager	**Date:**	2/22/2019	**Status:**	
Bids Tabulated By:	Paul R. Nobles, Purchasing Manager	**Date:**	2/22/2019	Recommended Award	
Bids Witnessed By:	Lori Kistler, Purchasing Associate	**Date:**	2/22/2019	**CAR Date:** 3/7/2019	**BOCC Date:** 3/7/2019

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 Vision Construction Ent, LLC per the terms and conditions of the above referenced project, in the amount of $1,422,579.

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.

Notes:

Posted: 5:12 p.m., CST, 02/23/2019 **Form Completed By:** **PRN**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Escambia County Surpervisor of Elections Warehouse Modifications

Bid Number: PD ~~99-00-~~ 18-19.024

Opening Date/Time: February 22, 2019 @ 2:00 P.M.

Purchasing Agent: Paul Nobles

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information:
Note: Purchasing will advise of any Protest(s)

Requisition #

Fund:

Cost Center: 110267

Object Code: 56201

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)
To award Vision Construction the base bid and alternate ($1,412,900 + $9,679 for total of $1,422,579)

Unit Price Extensions Checked by:

(Signature) (Date)
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: George C Bush
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

Analytics

for 'PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification'

Expired Solicitations / Expired Solicitation / Analytics

Solicitation Gate Status: Not Gated

Download Gate Status: Not Gated

Total Views: 518

Unique Views: 17

Total Downloads: 574

Unique Downloads: 6

Emails

EXPORT TO EXCEL

Event Date	Email	Subject	Event
1/28/2019 8:57 AM	aarchie@aol.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	adavis@allstateconstruction.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019		Escambia County - PD 18-19.024, Escambia County	

Event Date	Email	Subject	Event
1/28/2019 8:57 AM	admin@joygordonconstruction.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	aimee@vantageconstructiongroup.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	amir@pars-co.net	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	amotes6912@aol.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	amotes6912@aol.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	bbdllc@yahoo.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57 AM	becky@mattairconstruction.com	Escambia County - PD 18-19.024, Escambia County Supervisor of Elections Warehouse Modification	Delivered

Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event
1/28/2019 9:12 AM	A. E. New, Jr., Inc.	Downloaded
1/28/2019 9:13 AM	A. E. New, Jr., Inc.	Downloaded
1/28/2019 9:13 AM	A. E. New, Jr., Inc.	Downloaded
1/28/2019 5:30 PM	Bluebook Network Building & Construction	Viewed
1/28/2019 5:30 PM	Bluebook Network Building & Construction	Viewed
1/29/2019 5:16 AM	Construction Journal	Viewed
1/29/2019 5:16 AM	Construction Journal	Viewed
1/29/2019 8:18 AM	Joy Gordon Construction, LLC	Viewed
1/29/2019 8:18 AM	Joy Gordon Construction, LLC	Viewed
1/29/2019 8:23 AM	Joy Gordon Construction, LLC	Viewed
1/29/2019 8:23 AM	Joy Gordon Construction, LLC	Viewed
1/29/2019 9:05 AM	Empire Builders Group Inc	Downloaded
1/29/2019 9:07 AM	Empire Builders Group Inc	Downloaded
1/29/2019 9:08 AM	Empire Builders Group Inc	Downloaded
1/29/2019 9:08 AM	Empire Builders Group Inc	Downloaded
1/29/2019 9:20 AM	Gulftech Fire & Security	Viewed

PD 18-19.024
Solicitation Notices
Original and Addendums 1 - 3

Date Added	Company Name	Email Address	Subject	EventType
1/28/2019 8:57	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	9/1/2018	dustin@bearresourcegroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	A. E. New Jr. Inc.	jennifer@aenewjr.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	A. E. New Jr. Inc.	jennifer@aenewjr.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	A. E. New Jr. Inc.	jennifer@aenewjr.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	A. E. New Jr. Inc.	jennifer@aenewjr.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Advanced Modular Structures Inc.	buildings@advancedmodular.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Advanced Modular Structures Inc.	buildings@advancedmodular.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Advanced Modular Structures Inc.	buildings@advancedmodular.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Advanced Modular Structures Inc.	buildings@advancedmodular.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Allstate Construction Inc.	adavis@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Allstate Construction Inc.	sbrewer@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Allstate Construction Inc.	adavis@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Allstate Construction Inc.	sbrewer@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Allstate Construction Inc.	adavis@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Allstate Construction Inc.	sbrewer@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 20:04	Allstate Construction Inc.	adavis@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Allstate Construction Inc.	adavis@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Allstate Construction Inc.	sbrewer@allstateconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Bandes Construction Company Inc.	estimating@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Bandes Construction Company Inc.	jillian.bandes@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:29	Bandes Construction Company Inc.	jillian.bandes@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Bandes Construction Company Inc.	estimating@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Bandes Construction Company Inc.	jillian.bandes@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Bandes Construction Company Inc.	estimating@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Bandes Construction Company Inc.	jillian.bandes@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Bandes Construction Company Inc.	estimating@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Bandes Construction Company Inc.	jillian.bandes@bandesconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Bill walther construction	billwaltherconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
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2/19/2019 12:21	Bill walther construction	billwaltherconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:36	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked

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Date Added	Company Name	Email Address	Subject	EventType
1/28/2019 10:36	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/7/2019 11:59	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
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2/15/2019 15:34	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 17:05	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 17:05	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 10:29	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 12:21	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
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2/15/2019 15:34	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Blue Team Restoration	kcox@bbmkcontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Caddell Construction Co.	katie.niel@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 15:17	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:28	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 17:59	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Caddell Construction Co.	katie.niel@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Caddell Construction Co.	katie.niel@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Caddell Construction Co.	cindy.casebere@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Caddell Construction Co.	katie.niel@caddell.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 19:03	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 15:12	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 13:39	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 13:39	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 19:28	Cassida Construction Co. llc	louis@cassidaconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/31/2019 7:36	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 22:34	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 19:37	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 20:39	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/29/2019 3:12	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 6:18	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 6:21	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/7/2019 4:09	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/16/2019 1:15	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/16/2019 3:37	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 3:32	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/20/2019 4:37	Construction Journal	bids@thecj.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 15:06	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 17:13	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 19:39	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 2:28	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 2:28	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 3:08	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

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Date Added	Company Name	Email Address	Subject	EventType
2/6/2019 10:02	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	D & B Builders Inc.	vance@db-builders.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 21:07	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/14/2019 20:00	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/14/2019 23:01	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 17:30	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 18:23	David H Griffin Enterprises LLC	bbdllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:11	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 10:11	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 14:08	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 14:50	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 17:30	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:05	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:21	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 19:07	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/22/2019 1:25	Design Home Builders Inc.	tony234@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 14:08	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 15:26	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 22:26	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 18:07	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/20/2019 3:10	E. O. Koch Construction Co.	mike@eokoch.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
1/28/2019 19:26	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 19:27	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 20:22	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 0:46	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 2:24	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/5/2019 19:32	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/5/2019 23:53	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 7:30	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 17:34	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 17:36	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 22:30	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 14:51	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/7/2019 17:11	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 18:50	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 19:53	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/8/2019 9:10	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/8/2019 18:01	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 18:37	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 18:37	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 18:47	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:52	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 0:02	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 17:27	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 21:45	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 15:39	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 15:39	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 20:38	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 19:26	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 19:27	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 20:22	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 0:46	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 2:24	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/5/2019 19:32	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/5/2019 23:53	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 7:30	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 17:34	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 17:36	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 22:30	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 14:51	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/7/2019 17:11	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 18:50	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 19:53	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/8/2019 9:10	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/8/2019 18:01	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 18:37	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 18:37	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 18:47	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:52	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 0:02	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 17:27	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 21:45	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 12:20	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emerald Coast Constructors Inc.	mark.ecc@cox.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 15:39	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 15:39	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 20:38	Emerald Coast Constructors Inc.	rzimmerman.ecc@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:48	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 11:21	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 20:08	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 14:08	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 14:08	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:03	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 18:45	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 18:47	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 20:04	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 2:28	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/7/2019 13:41	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 11:51	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 18:17	Evan Chase Construction Inc.	evanchaseconstruction@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Forrester & Associates LLC	nhnunley@att.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 13:13	Forrester & Associates LLC	nhnunley@att.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Forrester & Associates LLC	nhnunley@att.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Forrester & Associates LLC	nhnunley@att.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Forrester & Associates LLC	nhnunley@att.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Greenhut Construction	randy@greenhut.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Greenhut Construction	randy@greenhut.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Greenhut Construction	randy@greenhut.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Greenhut Construction	randy@greenhut.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Gulf Coast Building Contractors Inc.	michael.ritz@gcbc.biz	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Gulf Coast Building Contractors Inc.	michael.ritz@gcbc.biz	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Gulf Coast Building Contractors Inc.	michael.ritz@gcbc.biz	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Gulf Coast Building Contractors Inc.	michael.ritz@gcbc.biz	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Gulf Coast Industrial Construction LLC	johnny.baggett96@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Gulf Coast Industrial Construction LLC	johnny.baggett96@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Gulf Coast Industrial Construction LLC	johnny.baggett96@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Gulf Coast Industrial Construction LLC	johnny.baggett96@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Gulf Coast Utility Contractors LLC.	chris.corbin@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Gulf Coast Utility Contractors LLC.	mike.swearington@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Gulf Coast Utility Contractors LLC.	chris.corbin@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Gulf Coast Utility Contractors LLC.	mike.swearington@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Gulf Coast Utility Contractors LLC.	chris.corbin@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Gulf Coast Utility Contractors LLC.	mike.swearington@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Gulf Coast Utility Contractors LLC.	chris.corbin@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Gulf Coast Utility Contractors LLC.	mike.swearington@gcuc.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Hewes and Company LLC	brad@hewesandcompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Hewes and Company LLC	brad@hewesandcompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Hewes and Company LLC	brad@hewesandcompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Hewes and Company LLC	brad@hewesandcompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 9:24	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 9:24	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 10:48	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 21:21	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

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Date Added	Company Name	Email Address	Subject	EventType
2/15/2019 15:34	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 18:37	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 21:35	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 16:54	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 18:33	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:05	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 10:05	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 10:32	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:19	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:23	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:28	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 18:26	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 18:26	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 20:12	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 9:26	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/29/2019 9:33	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/29/2019 11:26	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/30/2019 11:22	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 20:23	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 23:51	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/15/2019 15:34	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 16:26	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 16:27	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 19:27	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 20:51	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/17/2019 10:31	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/17/2019 10:37	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 12:43	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Joy Gordon Construction LLC	joy@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 13:53	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 13:53	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 15:03	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 17:50	Joy Gordon Construction LLC	admin@joygordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 3:29	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:33	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 10:33	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 13:23	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 12:12	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 12:12	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 12:12	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 13:54	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 14:16	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 20:37	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

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Date Added	Company Name	Email Address	Subject	EventType
2/8/2019 14:11	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/8/2019 14:23	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/8/2019 14:57	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/8/2019 15:46	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 17:12	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 17:13	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 20:03	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 11:08	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 11:19	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 14:34	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 20:49	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Lord & Son Construction Inc	duane@lordandson.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Lord & Son Construction Inc	duane@lordandson.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Lord & Son Construction Inc	duane@lordandson.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Lord & Son Construction Inc	duane@lordandson.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 10:32	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 10:32	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 11:39	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 15:12	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:28	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 16:45	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 17:13	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 18:07	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 18:49	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 23:21	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 19:28	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 19:39	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 21:05	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 9:47	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 9:47	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 10:15	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
1/28/2019 18:26	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 18:27	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 17:22	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 17:24	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 19:50	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 0:48	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/7/2019 18:13	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/11/2019 0:55	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 20:12	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 20:13	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:23	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 19:15	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/21/2019 22:47	MCDELT LLC	nisbez@me.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 14:58	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 15:17	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/18/2019 16:29	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 1:04	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/20/2019 21:47	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/6/2019 10:02	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	MD Moore Homes Inc.	mdmoorehomes@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 20:04	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 20:19	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/12/2019 19:28	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Mike Motes Builders LLC	amotes6912@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 17:59	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 20:37	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 17:59	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 18:49	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 20:04	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Olvera Company	mike@olveracompany.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	ParsCo LLC	amir@pars-co.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	ParsCo LLC	amir@pars-co.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	ParsCo LLC	amir@pars-co.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	ParsCo LLC	amir@pars-co.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 13:13	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/6/2019 22:26	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 18:30	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Porter Roofing Contractors Inc.	brandon@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 15:12	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Porter Roofing Contractors Inc.	brandon@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Porter Roofing Contractors Inc.	brandon@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 19:28	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 22:44	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Porter Roofing Contractors Inc.	brandon@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 15:03	Porter Roofing Contractors Inc.	dave@porter-roofing.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Prince Contracting LLC	tmhardy@princecontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Prince Contracting LLC	tmhardy@princecontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Prince Contracting LLC	tmhardy@princecontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Prince Contracting LLC	tmhardy@princecontracting.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Renaissance BCI	jack@renaissance-bci.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Renaissance BCI	jack@renaissance-bci.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Renaissance BCI	jack@renaissance-bci.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Renaissance BCI	jack@renaissance-bci.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/29/2019 2:06	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 0:59	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 20:21	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

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Date Added	Company Name	Email Address	Subject	EventType
2/6/2019 10:02	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 19:26	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 20:19	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 21:35	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/20/2019 0:39	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 18:47	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/16/2019 9:08	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:21	Something Old Salvage LLC	a.simpson63@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 17:05	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/29/2019 0:01	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 21:07	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 19:28	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 19:39	Southeastern Construction Inc.	wayne@southeasternconstruction.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/29/2019 8:05	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 9:25	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/29/2019 14:28	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/11/2019 5:35	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
1/28/2019 8:57	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 14:58	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 18:21	Utility Service Co INC	rlee@uscofl.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 8:57	Vantage Construction Group	aimee@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	Vantage Construction Group	doug@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Vantage Construction Group	aimee@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	Vantage Construction Group	doug@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Vantage Construction Group	aimee@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Vantage Construction Group	doug@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Vantage Construction Group	aimee@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	Vantage Construction Group	doug@vantageconstructiongroup.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	Wharton-Smith Inc.	estimatinggulf@whartonsmith.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 17:45	Wharton-Smith Inc.	estimatinggulf@whartonsmith.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 17:59	Wharton-Smith Inc.	estimatinggulf@whartonsmith.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 12:43	Wharton-Smith Inc.	estimatinggulf@whartonsmith.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	Wharton-Smith Inc.	estimatinggulf@whartonsmith.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 8:57	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
1/28/2019 18:07	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 19:12	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 19:16	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
1/28/2019 20:12	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/15/2019 19:25	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:21	White-Spunner Construction Inc.	phil.resmondo@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 17:51	White-Spunner Construction Inc.	brandon.miller@white-spunner.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 10:02		info@arralls.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 10:02		scott@southerncoatings.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/6/2019 11:17		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 11:17		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 15:10		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/6/2019 15:10		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 21:58		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 22:31		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/6/2019 23:04		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 15:34		info@arralls.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 15:34		scott@southerncoatings.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/15/2019 16:03		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 16:05		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 16:33		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 16:49		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/15/2019 16:49		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 17:57		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 21:49		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/15/2019 23:52		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 8:01		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/18/2019 14:32		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/18/2019 15:35		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 11:58		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 11:58		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 12:20		info@arralls.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered

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Date Added	Company Name	Email Address	Subject	EventType
2/19/2019 12:20		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 12:20		scott@southerncoatings.net	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Delivered
2/19/2019 13:18		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 13:18		jason@visionconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 13:24		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Clicked
2/19/2019 13:24		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 15:25		ramonmims@gmail.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 19:28		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/19/2019 20:52		lhci2@aol.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened
2/21/2019 19:11		sam@jordonconstruction.com	Escambia County - PD 18-19.024 Escambia County Supervisor of Elections Warehouse Modification	Opened

PD 18-19.024
List of Firms That Reviewed or Downloaded the Soliciation

Event Date	Company Name	First Name	Last Name	Email	Event Type	Diversities
1/28/2019 9:12	A. E. New Jr. Inc.	Jennifer	Beasley	jennifer@aenewjr.com	Downloaded	None
1/28/2019 9:13	A. E. New Jr. Inc.	Jennifer	Beasley	jennifer@aenewjr.com	Downloaded	None
1/28/2019 9:13	A. E. New Jr. Inc.	Jennifer	Beasley	jennifer@aenewjr.com	Downloaded	None
1/28/2019 17:30	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Viewed	None
1/28/2019 17:30	Bluebook Network Building & Construction	Project	Leads	projectleads@mail.thebluebook.com	Viewed	None
1/29/2019 5:16	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
1/29/2019 5:16	Construction Journal	Pamela	Exton	bids@thecj.com	Viewed	None
1/29/2019 8:18	Joy Gordon Construction LLC	April	Pawless	admin@joygordonconstruction.com	Viewed	WOSB (Woman Owned Small Business);EDWOSB (Economically Disadvantage Women Owned Small Business)
1/29/2019 8:18	Joy Gordon Construction LLC	Joy	Gordon	joy@joygordonconstruction.com	Viewed	WOSB (Woman Owned Small Business);EDWOSB (Economically Disadvantage Women Owned Small Business)
1/29/2019 8:23	Joy Gordon Construction LLC	April	Pawless	admin@joygordonconstruction.com	Viewed	WOSB (Woman Owned Small Business);EDWOSB (Economically Disadvantage Women Owned Small Business)
1/29/2019 8:23	Joy Gordon Construction LLC	Joy	Gordon	joy@joygordonconstruction.com	Viewed	WOSB (Woman Owned Small Business);EDWOSB (Economically Disadvantage Women Owned Small Business)
1/29/2019 9:05	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Downloaded	None
1/29/2019 9:07	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Downloaded	None
1/29/2019 9:08	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Downloaded	None
1/29/2019 9:08	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Downloaded	None
1/29/2019 9:20	Gulftech Fire & Security	Cody	Ramey	cody@gulftechfire.com	Viewed	None
1/29/2019 9:20	Gulftech Fire & Security	John	Fields	jdfields@gulftechfire.com	Viewed	None
1/29/2019 9:21	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Downloaded	None
1/29/2019 12:47	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Viewed	None
1/29/2019 12:47	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Viewed	None
1/29/2019 12:47	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Viewed	None
1/29/2019 12:47	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Viewed	None
1/31/2019 10:32	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Viewed	None

PD 18-19.024
List of Firms That Reviewed or Downloaded the Soliciation

Event Date	Company Name	First Name	Last Name	Email	Event Type	Diversities
1/31/2019 10:32	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Viewed	None
1/31/2019 13:49	Hoffman Publishing LLC	Andre	Washington	washington126126@gmail.com	Viewed	None
1/31/2019 13:49	Hoffman Publishing LLC	Jake	Hoffman	washington126126@gmail.com	Viewed	None
1/31/2019 14:30	Weldworx Fabrication LLC	Blaine	Heath	blaine.heath@weldworxfab.com	Viewed	WOSB (Woman Owned Small Business)
1/31/2019 15:35	Vision Construction Ent. LLC	Jason	Owens	jason@visionconstruction.com	Viewed	None
1/31/2019 16:26	Gulftech Fire & Security	Cody	Ramey	cody@gulftechfire.com	Viewed	None
1/31/2019 16:26	Gulftech Fire & Security	John	Fields	jdfields@gulftechfire.com	Viewed	None
2/4/2019 6:31	MWI Pumps	James	Self	jamess@mwipumps.com	Viewed	None
2/4/2019 18:41	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Viewed	None
2/4/2019 18:41	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Viewed	None
2/4/2019 18:41	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Viewed	None
2/4/2019 18:41	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Viewed	None
2/4/2019 18:42	Softchoice Corporation	David	Butkiewicz	sledus@softchoice.com	Downloaded	None
2/4/2019 18:42	Softchoice Corporation	Nicholas	Haggar	nicholas.haggar@softchoice.com	Downloaded	None
2/5/2019 20:31	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Viewed	None
2/5/2019 20:32	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Downloaded	None
2/6/2019 9:41	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
2/6/2019 9:51	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
2/6/2019 22:46	Something Old Salvage LLC	Anthony	Simpson	a.simpson63@yahoo.com	Viewed	Minority Owned;WOSB (Woman Owned Small Business)
2/6/2019 22:46	Something Old Salvage LLC	Sabrina	Simpson	sabrina.simpson@yahoo.com	Viewed	Minority Owned;WOSB (Woman Owned Small Business)
2/12/2019 11:48	ACE TOWING AND RECOVERY	Brandon	Stevens	acetowingmilton@gmail.com	Viewed	None
2/12/2019 11:48	ACE TOWING AND RECOVERY	Mitchell	Stevens	acetowingmilton@gmail.com	Viewed	None
2/15/2019 11:32	Craters & Freighters Pensacola	Chris	Shiver	pensacola@craters.net	Viewed	WOSB (Woman Owned Small Business)
2/15/2019 11:32	Craters & Freighters Pensacola	Chris	Shiver	pensacola@craters.net	Viewed	WOSB (Woman Owned Small Business)
2/15/2019 13:47	The Mathes Group	Ron	Kilpatrick	rkilpatrick@matheselectric.com	Viewed	WOSB (Woman Owned Small Business)
2/18/2019 16:42	The Mathes Group	Ron	Kilpatrick	rkilpatrick@matheselectric.com	Viewed	WOSB (Woman Owned Small Business)
2/18/2019 16:42	The Mathes Group	Ron	Kilpatrick	rkilpatrick@matheselectric.com	Downloaded	WOSB (Woman Owned Small Business)
2/18/2019 16:57	The Mathes Group	Ron	Kilpatrick	rkilpatrick@matheselectric.com	Viewed	WOSB (Woman Owned Small Business)
2/18/2019 16:57	The Mathes Group	Ron	Kilpatrick	rkilpatrick@matheselectric.com	Downloaded	WOSB (Woman Owned Small Business)
2/19/2019 12:44	Emerald Coast Constructors	Mark	Toler	mark.ecc@cox.net	Viewed	None

PD 18-19.024
List of Firms That Reviewed or Downloaded the Soliciation

Event Date	Company Name	First Name	Last Name	Email	Event Type	Diversities
2/19/2019 12:44	Emerald Coast Constructors	Robert	Zimmerman	rzimmerman.ecc@gmail.com	Viewed	None
2/19/2019 12:44	Emerald Coast Constructors	Mark	Toler	mark.ecc@cox.net	Downloaded	None
2/19/2019 12:44	Emerald Coast Constructors	Robert	Zimmerman	rzimmerman.ecc@gmail.com	Downloaded	None
2/20/2019 2:27	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15757 **County Administrator's Report 14. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Budget Amendment #093 - Water Quality Monitoring
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #093 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve Budget Amendment #093, General Fund (001) and Escambia County Restricted Fund (101), in the amount of $102,262, to recognize a reallocation of reserves to salaries to fund personnel and operating expenses associated with establishing an Environmental Technician position to perform water quality monitoring around the Rolling Hills property site; and

B. Approve establishing an Environmental Technician position to perform duties associated with monitoring water quality around the Rolling Hills property site, per Board Action on February 21, 2019. Funding will be approximately $21,519 ($30,347 including benefits), to cover the position through the end of Fiscal Year 2018/2019. The annual funding allocation will be approximately $30,243 ($45,624 with benefits).

Funds are also being reallocated to install two wells, purchase supplies for sampling and analysis, cost to contract lab analytical services, and purchase an electric submersible pump, peristaltic pump, multi-parameter field meter, and a drying oven.

BACKGROUND:

These funds will establish an Environmental Technician position to perform duties associated with monitoring water quality around the Rolling Hills property site per Board Action on February 21, 2019. This position will monitor 7 surface water sites (22 parameters) and 2 groundwater sites (31 parameters). Costs are estimated to be $71,915 per year with monthly monitoring which includes the cost of drilling 2 new groundwater wells at $10,000 each.

Capital items being purchased include:
- Electric Submersible Pump - $3,550
- Peristaltic Pump - $1,250
- Multi-Parameter Field Meter - $5,500
- Drying Oven - $2,450

BUDGETARY IMPACT:

This amendment is moving funds in the General Fund (001) from reserves to personnel and operating. Also, it is moving funds from reserves to capital in the Escambia County Restricted Fund (101). Both funding reallocations are not increasing total funding levels.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This Budget Amendment creates an Environmental Technician position under the Water Quality Division in the Natural Resources Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 093

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
 # 093

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From:
Fund 001/General Fund/Non-Departmental
Fund 101/Restricted Fund/Natural Resources/NPDES
Fund/Department

Account Title	**Project Number**	**Fund/Cost Center**	**Account Code**	**Amount**
Reserves for Operating		001/110201	59805	89,512
Reserves		101/221018	59801	12,750
Total				**$102,262**

Transfer To:
Fund 001/General Fund/Natural Resources/Water Quality
Fund 101/Restricted Fund/Natural Resources/NPDES
Fund/Department

Account Title	**Project Number**	**Fund/Cost Center**	**Account Code**	**Amount**
Salaries		001/221001	51201	21,519
FICA		001/221001	52101	1,646
Retirement		001/221001	52201	1,777
Life & Health		001/221001	52301	5,000
Workers Compensation		001/221001	52401	405
Professional Services		001/221001	53101	20,000
Other Contractual Services		001/221001	53401	30,770
Operating Supplies		001/221001	55201	8,395
Machinery and Equipment		101/221018	56401	12,750
Total				**$102,262**

Detailed Justification:
To reallocate funds from Reserves to Salaries to establish an Environmental Technician position to perform water quality monitoring around the Rolling Hills property per Board Action on February 21, 2019. Funds are also being reallocated to install 2 wells and to purchase supplies and equipment needed to monitor this site.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.02.27 15:50:09 -06'00'

Budget Analyst **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15666 **County Administrator's Report 14. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Authorization for Tax Deed Bids on Various Properties for Erress Blvd and Diego Circle Blight Reduction Project
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Tax Deed Bids on Properties for Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood and Human Services Department Director

That the Board take the following action concerning the authorization for Tax Deed bids on various properties for Erress Boulevard and Diego Circle Blight Reduction Project:

A. Authorize the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring the following properties listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	Open Bid Amount	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$3,781.70	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,049.11	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$4,009.98	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,047.00	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,063.20	3

B. Approve the maximum bid for each property, in the amount of $10,000.

[Funding Source: Fund 129/2015 CDBG, Cost Center 370224]

BACKGROUND:

Tax Certificates are sold annually through an online Tax Certificate sale for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. Each of the properties that are the subject of this recommendation are valued at less than $5,000 on the Property Appraiser's most recent roll.

On September 6, 2018, the Board of County Commissioners approved to file an Application for Tax Deed for each of the five parcels aforementioned, which the County currently holds a tax certificate. If the County is the successful bidder, this would assist in the Erress Blvd and Diego Circle Blight Reduction Project to reduce slum and/or blight conditions in this community. All of the properties have significant back taxes, code enforcement liens, and/or other encumbrances.

BUDGETARY IMPACT:

Funding for this project is available in Fund 129/2015 CDBG, Cost Center 370224.

LEGAL CONSIDERATIONS/SIGN-OFF:

Staff will coordinate with the County Attorney's office throughout this bidding process.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for authorization to bid on the tax deed sales for property acquisition.

IMPLEMENTATION/COORDINATION:

If Board approves to proceed, Neighborhood and Human Services Department staff will follow County guidelines fo the Tax Deed Sale process.

Attachments

Resume Pages_TX Deed_March2019
4203 Erress Blvd Docs_Mar2019
107 DIEGO_TXDEED_Mar2019
120 DIEGO_TXDEED_Mar2019
139 DIEGO_TXDEED_Mar2019
151 DIEGO_TXDEED_Mar2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

*14. Recommendation: That the Board approve the filing of an Application for Tax Deed on five parcels with values of less than $5,000, on which the County currently holds tax certificates. The Tax Deed Application fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcels are listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$2,000	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,155	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$2,000	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,000	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,000	3

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. Each of the properties that are the subject of this recommendation are valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 129, 2014 CDBG, Cost Center: 370221]

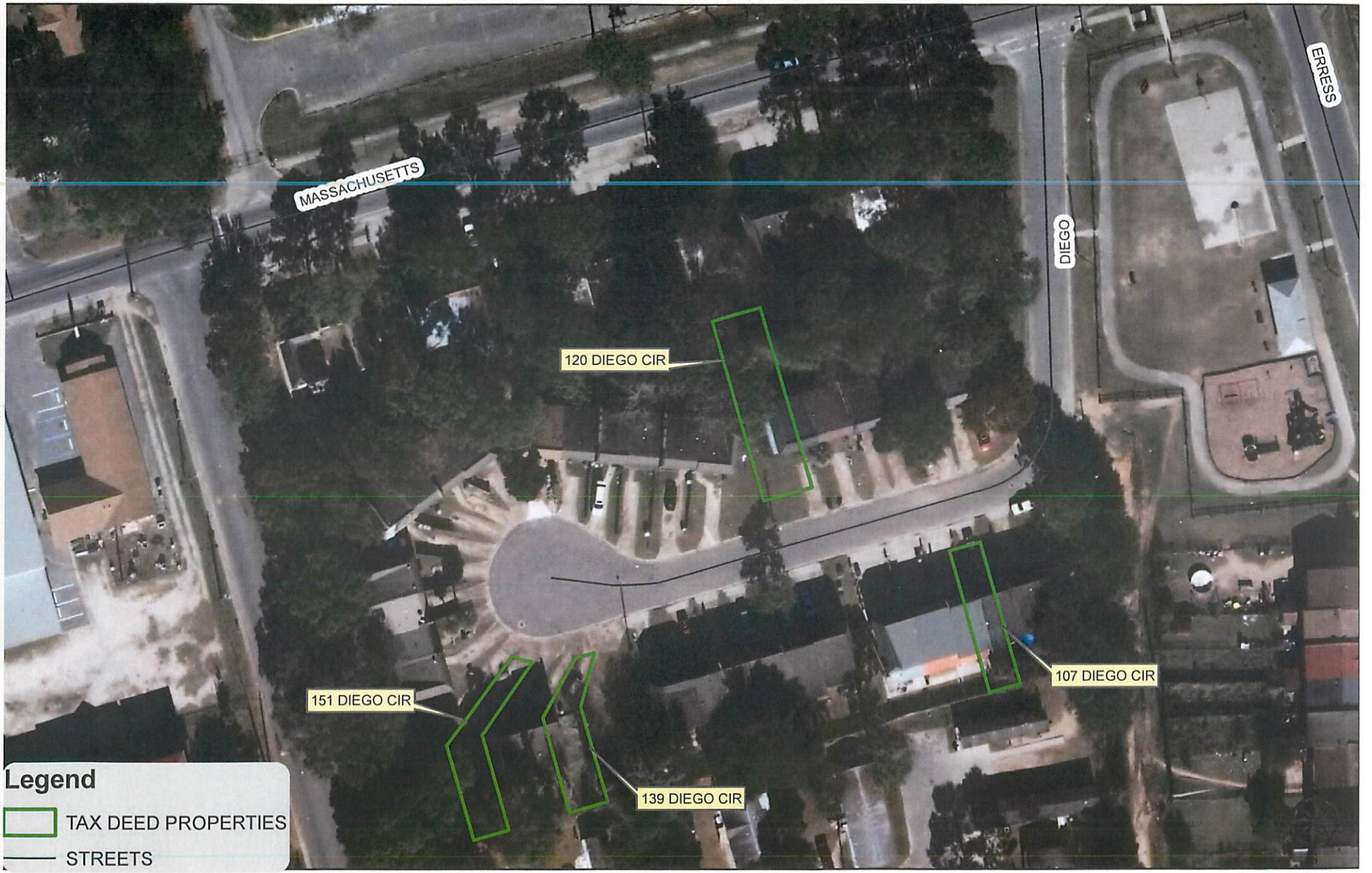
Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio: ▶	

15. Recommendation: That the Board take the following action concerning the machine repair/rebuild of a Caterpillar 725 6x6 articulated truck:

A. Authorize the single-source purchase of a machine repair/rebuild of a County-owned Caterpillar 725 6x6 articulated truck (Serial #B1L01090, PN 58883), for the Operations Division of the Escambia County Waste Services Department, in accordance with State of Florida Statute 287-057(3)(c), regarding the exception of single-source commodities or contractual services from competitive solicitation requirements, no responses were received; and

(Continued on Page 36)

DIEGO CIRCLE TAX DEED PROPERTIES

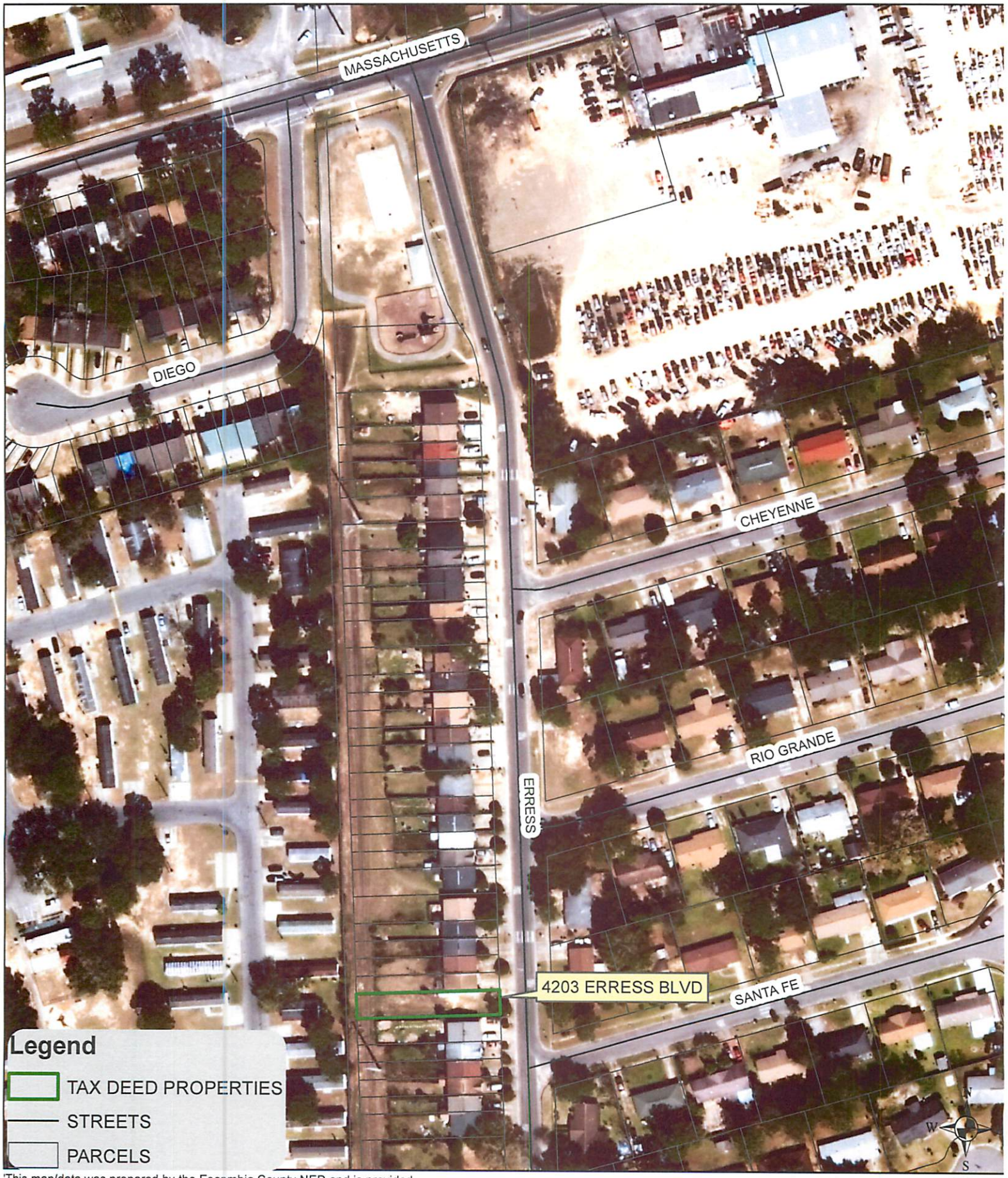


"This map/data was prepared by the Escambia County NED and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not 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. 2/7/2019

0 37.5 75 150 225 300 Feet

ESCAMBIA COUNTY FLORIDA

ERRESS BLVD TAX DEED PROPERTIES



This map/data was prepared by the Escambia County NED 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.

2/7/2019

0 175 350 Feet

ESCAMBIA COUNTY FLORIDA

Back

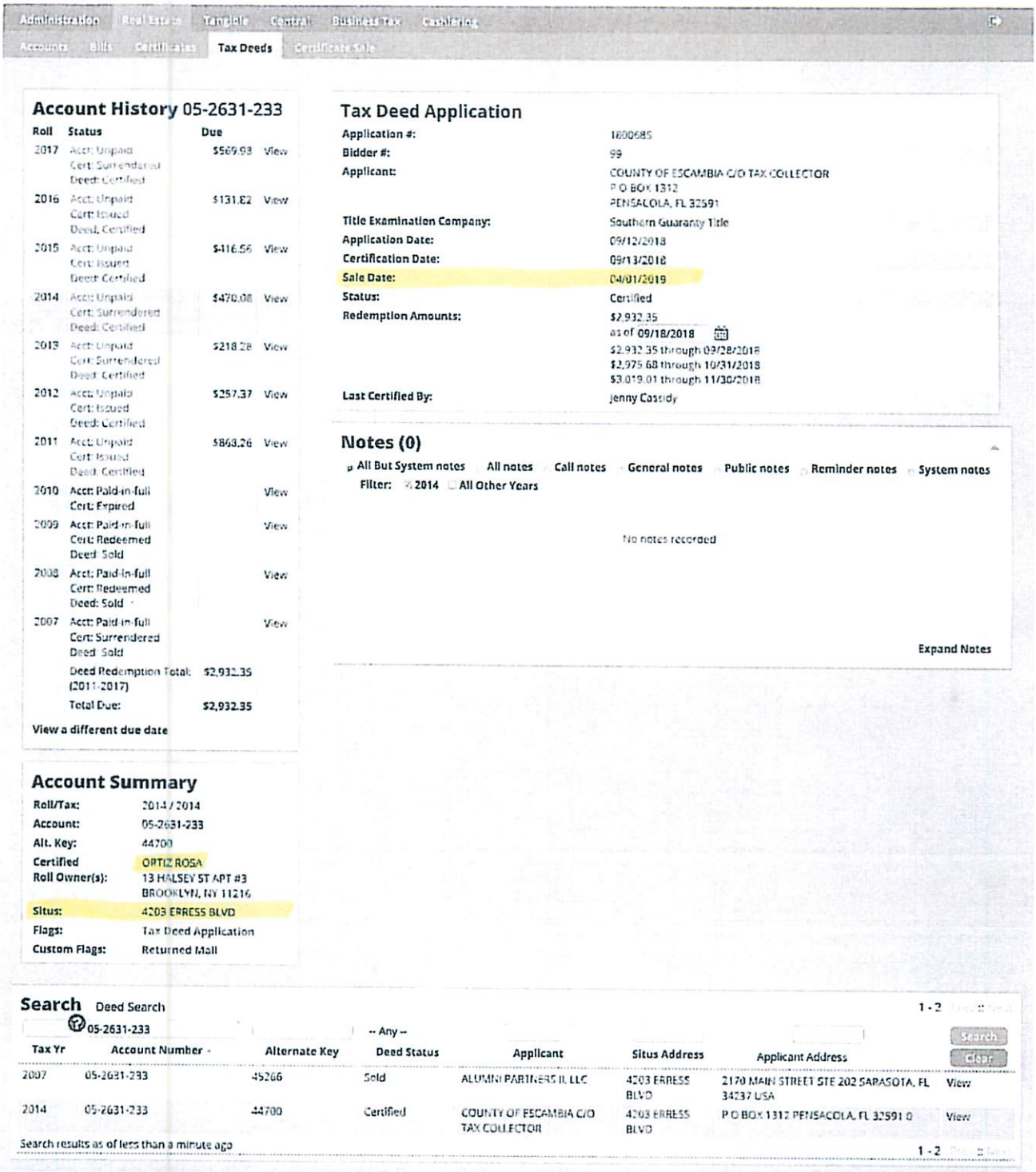
Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance	Address
	19-247	**052200208**	02499	092S300550000054	Apr 1 2019		**$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699		107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**$3,781.70	UNIT 30 BEG AT NE COR OF LT 11		4203

		052631233			2019			THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384		4203 ERRESS BLVD 32505
	19-249	**052200180**	02204	092S300550000040	Apr 1 2019		**$2,063.20	LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234		151 DIEGO CIR 32505
	19-250	**151884500**	09573	000S009065090003	Apr 1 2019		**$1,754.36	LT 9 BLK 3 RENZ ANNA VILLA PB 1 P 85 OR 3700 P 374 CA 126		17 BOLAND PL 32505

**Base Bid may not reflect Clerk's fees and Current Year Taxes until several weeks prior to sale. Count=10

https://escambia.taxsys.net/tcb/app/re/accounts



Administration | Real Estate | Tangible | Central | Business Tax | Cashiering

Accounts | Bills | Certificates | Tax Deeds | Certificate Sale

Account History 05-2631-233

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	$569.93	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$131.82	View
2015	Acct: Unpaid Cert: Issued Deed: Certified	$416.56	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$470.08	View
2013	Acct: Unpaid Cert: Surrendered Deed: Certified	$218.28	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$257.37	View
2011	Acct: Unpaid Cert: Issued Deed: Certified	$868.26	View
2010	Acct: Paid-in-full Cert: Expired		View
2009	Acct: Paid-in-full Cert: Redeemed Deed: Sold		View
2008	Acct: Paid-in-full Cert: Redeemed Deed: Sold		View
2007	Acct: Paid-in-full Cert: Surrendered Deed: Sold		View
	Deed Redemption Total: (2011-2017)	$2,932.35	
	Total Due:	$2,932.35	

View a different due date

Tax Deed Application

Application #:	1600685
Bidder #:	99
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/12/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$2,932.35 as of 09/18/2018 $2,932.35 through 09/28/2018 $2,975.68 through 10/31/2018 $3,019.01 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2014 | All Other Years

No notes recorded

Expand Notes

Account Summary

Roll/Tax:	2014 / 2014
Account:	05-2631-233
Alt. Key:	44700
Certified Roll Owner(s):	ORTIZ ROSA 13 HALSEY ST APT #3 BROOKLYN, NY 11216
Situs:	4203 ERRESS BLVD
Flags:	Tax Deed Application
Custom Flags:	Returned Mail

Search Deed Search

1 - 2

05-2631-233 -- Any -- Search Clear

Tax Yr	Account Number	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address	
2007	05-2631-233	45266	Sold	ALUMNI PARTNERS II, LLC	4203 ERRESS BLVD	2170 MAIN STREET STE 202 SARASOTA, FL 34237 USA	View
2014	05-2631-233	44700	Certified	COUNTY OF ESCAMBIA C/O TAX COLLECTOR	4203 ERRESS BLVD	P O BOX 1312 PENSACOLA, FL 32591 0	View

Search results as of less than a minute ago

1 - 2

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Current Version: September 2018
Escambia County Website

4203 ERLESS Blvd

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800685

Date of Tax Deed Application
Sep 12, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 2585**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **05-2631-233**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
ORTIZ ROSA
13 HALSEY ST APT #3
BROOKLYN, NY 11216
UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB (Full legal attached.)

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/2585	05-2631-233	06/01/2015	118.02	70.81	188.83
2018/2332	05-2631-233	06/01/2018	531.82	31.91	563.73
2014/2423	05-2631-233	06/01/2014	119.12	92.91	212.03

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/2274	05-2631-233	06/01/2017	101.27	0	24.30	125.57
2016/2301	05-2631-233	06/01/2016	376.43	0	33.88	410.31
2013/2799	05-2631-233	06/01/2013	128.12	0	123.00	251.12
2012/3032	05-2631-233	06/01/2012	405.65	0	456.36	862.01

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	2,613.60
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,888.60
Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75
19. Total Amount to Redeem	

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: April 1, 2019 By Jenny Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
05-2631-233 2015

UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1800685

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-2631-233	2015/2585	06-01-2015	UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-12-2018
Application Date

Applicant's signature

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	092S301000110008
Account:	052631233
Owners:	ORTIZ ROSA
Mail:	13 HALSEY ST APT #3 BROOKLYN, NY 11216
Situs:	4203 ERRESS BLVD 32505
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*
2018	$2,000	$0	$2,000	$2,000
2017	$2,000	$0	$2,000	$2,000
2016	$2,000	$0	$2,000	$2,000

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/31/2011	6685	1384	$100	QC	View Instr
01/06/2011	6679	54	$2,600	TD	View Instr
09/27/2010	6645	70	$100	QC	View Instr
12/22/2009	6551	868	$1,000	CT	View Instr
09/1997	4173	398	$9,100	WD	View Instr
04/1997	4130	664	$10,900	CT	View Instr
04/1981	1534	888	$32,400	WD	View Instr
11/1979	1385	765	$26,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT...

Extra Features

None

Parcel Information

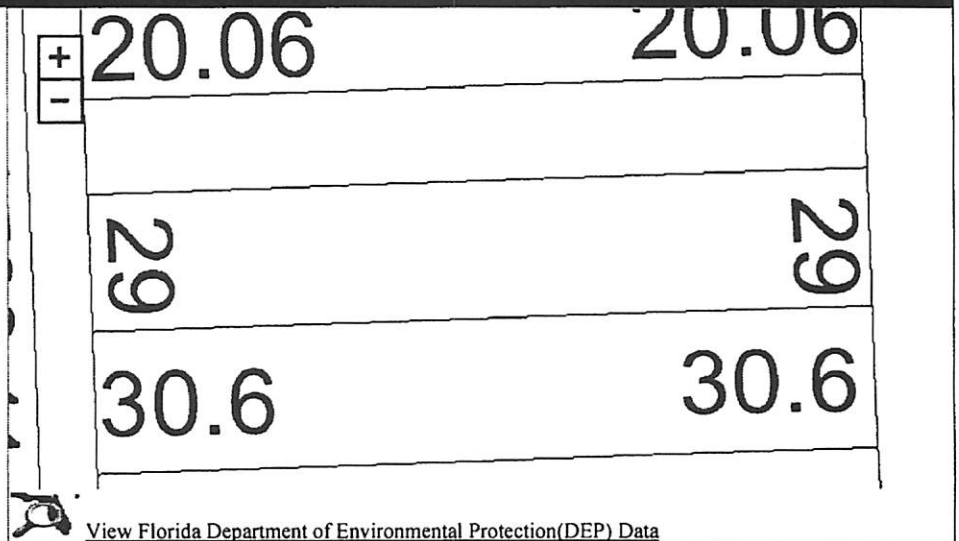
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.1097

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

19-248

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14951 January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-04-1999, through 01-04-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Rosa Ortiz

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____ January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14951

January 4, 2019

092S301000110008 - Full Legal Description

UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14951 January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Lien filed by Escambia County in O.R. Book 6145, page 1943, amended in O.R. Book 6935, page 1086.

2. Taxes for the year 2011-2017 delinquent. The assessed value is $2,000.00. Tax ID 05-2631-233.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 05-2631-233

CERTIFICATE NO.: 2015-2585

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521 221 Palafox Place, 4th Floor/
X	___	Notify Escambia County, 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

Rosa Ortiz, if alive,
or unknown Beneficiaries and
Heirs of the Estate of Rosa Ortiz,
if deceased
13 Halsey St., Apt. #3
Brooklyn, NY 11216

Property address:
4203 Erress Blvd.
Pensacola, FL 32505

Escambia County
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Tax Certificate
Holders:

RUC, LLC
P.O. Box 1067
Starkville, MS 39760

James K. Hunter
4675 Redwood Lane
Whitakers, NC 27891

Gan Qing
Zhen Wang
228 Montevideo Circle
Freemont, CA 94539

M and E Asset Holdings
1043 Voorhees St.
Hillside, NJ 07205

Certified and delivered to Escambia County Tax Collector,
this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 02/03/2011 at 10:23 AM OR Book 6685 Page 1384, Instrument #2011007268, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Recording prepared by:
LEVAR SPROSTA

and when recorded, please return this deed and tax statements to:

13 HALSEY ST APT 2
Brooklyn N.Y.11216

Above reserved for official use only
Property Appraiser's Parcel ID #

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS ($10.00) in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

Levar Sprosta ("Grantor"), hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to

Rosa Ortiz ("Grantee"), all right, title, interest and claim to the following real property in

the City of Pensacola, County of Escambia, State of Florida with the following legal description

UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6551 P 868

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever, so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this day of 31, 20 11.

Levar Sprosta
Grantor's Signature

Levar Sprosta
Grantor's Printed Name

Grantee's Address:

13 Halsey St. # 2
Brooklyn NY 11216

Grantors Address:

13 Halsey St. # 3
Brooklyn NY 11216

Above reserved for official use only

Signed in our presence:

(Witness Signature)

(Witness Signature)

State of FLORIDA NY)
) ss
County of Escambia Kings)

The foregoing instrument was acknowledged before me on January 31, 2011 by Sprosta, LeVar Who is/are personally known by me or who Has/Have produced: NY State Driver License as identification and who did not take an oath.

Signature of Notary Public

GALINA FELDMAN
Notary Public, State of New York
Registration #01FE6251190
Qualified in Kings County
Commission Expires November 20, 2014

Printed Name of Notary

My commission expires:
November 20, 2014

GALINA FELDMAN NOTARY PUBLIC STATE OF NEW YORK

Recorded in Public Records 05/16/2007 at 09:03 AM OR Book 6145 Page 1943, Instrument #2007046818, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 05/16/2007 at 08:38 AM OR Book 6145 Page 1856, Instrument #2007046774, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-03-0756
Location: 4203 Erress Blvd.
PR# 092S30-1000-110-008

Michael J. Linney
P.O. Box 7468
Pensacola, Florida 32534

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Michael J. Linney sworn by Notarian Form as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances COO 30-203(c)& LDC 7.07.06(C)

has occurred and continues.

CLERK OF CIRCUIT COURT ★ ESCAMBIA COUNTY, FLORIDA ★

Certified to be a true copy the original on file in this office Witness my hand and official seal ERNIE LEE MAGAHA Clerk of the Circuit Court Escambia County, Florida
By: [signature] D.C.
Date 5-16-07

Recorded in Public Records 11/16/2012 at 12:41 PM OR Book 6935 Page 1086, Instrument #2012087736, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 07-03-0756
Location: 4203 Enress Blvd
PR# 092S30-1000-110-008

Rosa Ortiz
13 Halsey St Apt #3
Brooklyn, NY 11216

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 10, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances C0030-203 © and LAC 7.07.06 ©. Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated May 10, 2007.

Itemized	Cost
a. Fines $250.00 per day (5/18/07 – 8/8/11)	$385,750.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 14,890.00
Total:	$401,740.00

DONE AND ORDERED at Escambia County, Florida on this 8th day of Nov, 2012.

Special Magistrate
Office of Environmental Enforcement

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER: 092S301000110008

REFERENCE ID:

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
4203 Erress Blvd	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

BORROWER: ORTIZ ROSA

OWNER OF PUBLIC RECORD: ORTIZ,ROSA

CLIENT: Escambia County: Community Redevelopment Agency
221 Palafox Place Suite 305
Pensacola, FL 32502

CURRENT USE: Vacant Land

PROJECTED USE: Townhome

REAL PROPERTY INTEREST VALUED: FEESIMPLE

PRESENTLY HIGHEST AND BEST USE?: ☑ Yes

ZONING CONFORMANCE: Yes

ASSESOR'S PARCEL NUMBER: 092S301000110008

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
0	0 sf	-1	0.00

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	4,779 sf	Similar

BASEMENT: No

ARCHITECTURAL STYLE: Townhouse

OCCUPANCY STATUS: Vacant Unsecured

IS SUBJECT LISTED?: No



SUBJECT PHOTO

OPINION OF MARKET VALUE:
(SEE EXTRAORDINARY ASSUMPTIONS)
$2,500

EFFECTIVE DATE: 12/02/2017

ESTIMATED EXPOSURE TIME: +6 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see page 5)

Subject Condition: POOR | FAIR | ✓ AVERAGE | GOOD | EXCELLENT

As Compared to Neighborhood: INFERIOR | ✓ SIMILAR | SUPERIOR

Market Conditions

LOCATION: Suburban

GROWTH RATE: Slow

PROPERTY VALUES: Stable

DEMAND/SUPPLY: In Balance

MARKETING TIME: > 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$0	$2,000	2017

Value Reconciliation

The Direct Sales Comparison Approach was utilized exclusively within this report. The comparable sales bracket the subject well with consideration to the limited amount of vacant sales for this area.

Legal Description
UNIT 30 BEG AT NE COR OF LT 11 THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Sales #2 & #3 are listed as superior because of the location and lot size. The neighborhood is limited with vacant land sales and undeveloped properties are scarce for this area.

Was it necessary to use distant comparables or older sales?
No

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

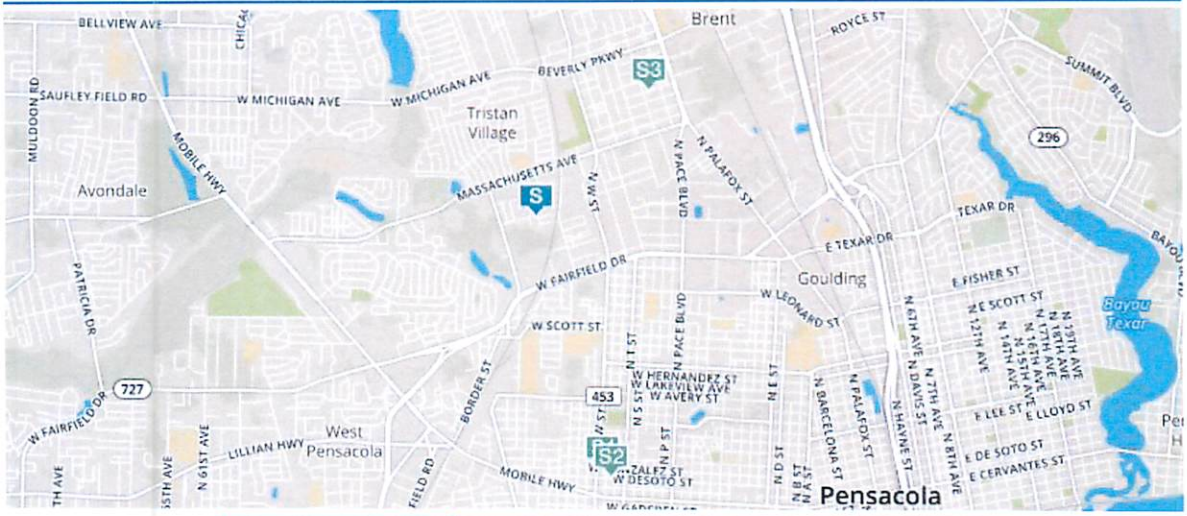
Did you reconcile towards one end of the range because of market conditions?
No

Market Conditions:
This market segment extends over several blocks and is primarily comprised moderately priced housing and developments with a wide range of pride of ownership. The community is bordered by Massachusetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the West, and N W Street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community. The subject development consists of homes of similar design and ages that also include a section of single family detached residences that were built from 1971-1980 and range in sizes from 1000-1900 square feet. The surrounding neighborhood is characterized by modest single family homes, residential attached and mobile homes. Properties range from poor to average condition. Shopping, schools, employment centers, medical facilities and recreational opportunities are located within close proximity. Commercial uses are concentrated along Massachusetts, "W" Street & Michigan Highway.

Supply and demand levels are balanced for this market and values are stable.

The current market is considered to be a buyers' market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. Within recent months, available properties on the market has declined slightly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices. The fall and winter are also historically the slowest part of the year for the local market.

Selected Comparables



	Subject	Sold Comparables ($2,500 - $8,200)							
Address	S 4203 Erress Blvd Pensacola, FL 32505		S1 2815 W Lloyd St Pensacola, FL 32505		S2 2705 West Brainerd Street Pensacola, FL 32505		S3 110 Rosalyn Way Pensacola, FL 32505	
Proximity		N/A		1.796 mi		1.874 mi		1.183 mi
Sale Price	N/A	N/A	$2,500	08/14/2017	$8,000	05/11/2017	$8,200	01/24/2017
REO/Short Sale		No		No		No		No
Location		N; Res		N; Res		N; Res		N; Res
Site Size (ac)		0.110 ac		0.151 ac		0.174 ac		0.180 ac
View		N; Res		N; Res		N; Res		N; Res
Year Built		0		0		0		0
Quality Condition	Q4	C4	Q4	C4	Q4	C4	Q4	C4
Gross Living Area (sf)		0		0		0		0
Bed Bath	-1	0.0		0.0		0.0		0.0
Below Grade		None		None		None		None
Parking		1dw		1dw		1dw		1dw
Other								
As Compared to Subject		N/A		SIMILAR		SUPERIOR		SUPERIOR

	Subject	Listed Comparables ($0 - $0)
Address	S 4203 Erress Blvd Pensacola, FL 32505	
Proximity	N/A	
Contr. Amount Contr. Date	N/A N/A	
List Price Total DOM	N/A N/A	
REO/Short Sale	No	
Location	N; Res	
Site Size (ac)	0.110 ac	
View	N; Res	
Year Built	0	
Quality Condition	Q4 C4	
Gross Living Area (sf)	0	
Bed Bath	-1 0.0	
Below Grade	None	
Parking	1dw	
Other		
As Compared to Subject	N/A	

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

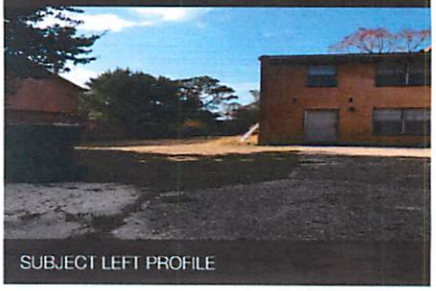
APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS:	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?:	
		SRA MAI	No	
		COMPANY NAME:	COMPANY ADDRESS:	
		G. Daniel Green & Associates	103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME:	DATE OF SIGNATURE:	LICENSE STATE:	LICENSE/CERTIFICATION NO:	EXPIRATION DATE:
G Daniel Green	12/06/2017	FL	Rz836	11/30/2018

PHOTOGRAPHS OF THE SUBJECT PROPERTY

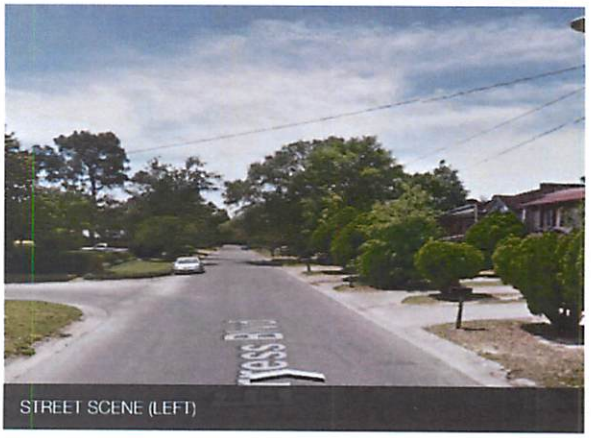
SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
4203 Erress Blvd	Pensacola	FL	32505


SUBJECT FRONT


SUBJECT RIGHT PROFILE


SUBJECT LEFT PROFILE


STREET SCENE (RIGHT)


STREET SCENE (LEFT)



SUBJECT ADDRESS

Inspection

Property Characteristics

Property Use	Vacant Land
Occupancy Status	Vacant Unsecured
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	Vacant Land
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Other
Siding Condition	Fair
Roof Type	Other
Roof Condition	Fair

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	Yes
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	No	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	
This Fee Includes:			

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

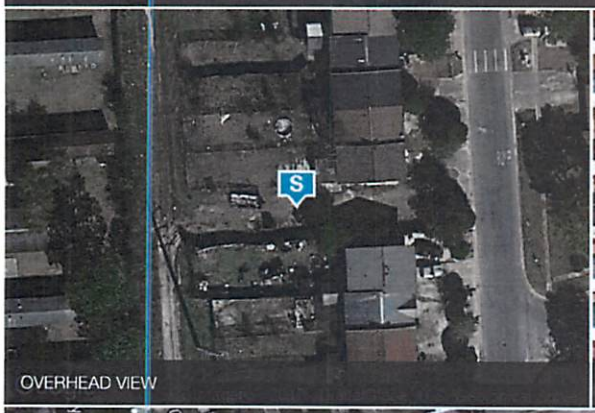
The Subject property is a vacant lot in similar condition to the surrounding properties. The site is relatively clear, with little or no debris from a previous structure. There is currently a privacy fence along the left side of the subject which is deteriorating, and another vacant parcel to the right of the subject. Upon visual inspection of the property using county maps, markers and coordinates, it is our opinion that this is currently a vacant lot.

Name/License

Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	12/06/2017



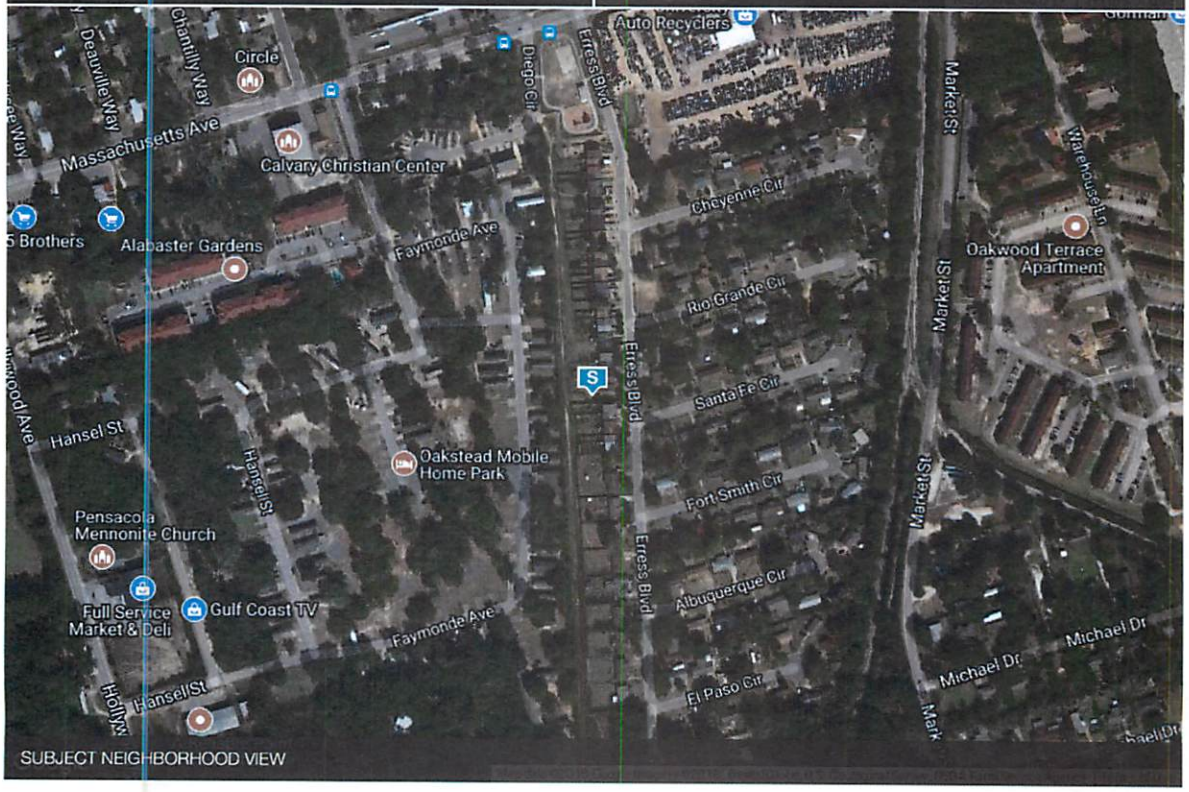
STREET VIEW



OVERHEAD VIEW



BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-13

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

FR 24.510 & 24 CFR, Part 24, Appendix A

Back

Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance Address
	19-241	120544282	07383	302N313000007006	Apr 1 2019		**$1,774.06	BEG AT NW COR OF SW 1/4 S ALG W LI 1742 FT N 89 DEG 43 MIN 37 SEC E 300 FT FOR POB CONT 304 95/100 FT S 49 DEG 17 MIN 37 SEC W 155 94/100 FT S 74 DEG 12 MIN 22 SEC W 194 06/100 FT N 0 DEG E 153 06/100 FT TO POB OR 4188 P 1719	2847 LAWSON LN 32533
	19-242	122009000	07679	375N311000001065	Apr 1 2019		**$2,101.60	BEG ON N LI OF BLK 65 AT INTER OF PALAFOX HWY & JOHNSON ST S PARALLEL WITH HWY 107 YDS W PARALLEL WITH JOHNSON ST 325 YDS N 107 YDS E PARALLEL WITH JOHNSON ST 286 1/2 YDS TO POB PART OF BLK 65 BLUFF SPRINGS DB 135 P 185 LESS OR 1750 P 30 U S HWY 95 R/W	4900 BLK N CENTURY BLVD 32535
	19-243	130395000	08618	000S009001002209	Apr 1 2019		**$1,501.11	E 12 FT OF W 13 35/100 FT OF N 52 FT OF LT 210 BLK 23 OLD CITY TRACT OR 1292/1499 P 145/42 CA 74	331 E ROMANA ST 32502
	19-244	070544405	03829	342S300295028003	Apr 1 2019		**$2,313.73	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159	3822 FRONTERA CIR 32505
	19-245	052200148	02480	092S300550000024	Apr 1 2019		**$4,009.98	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	120 DIEGO CIR 32505
	19-246	052200186	02493	092S300550000043	Apr 1 2019		**$2,047.00	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101	139 DIEGO CIR 32505
	19-247	052200208	02499	092S300550000054	Apr 1 2019		**$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**$3,781.70	UNIT 30 BEG AT NE COR OF LT 11	4203

https://escambia.taxsys.net/tcb/app/re/accounts

Administration | Real Estate | Tangible | Central | Business Tax | Cashiering

Accounts | Bills | Certificates | **Tax Deeds** | Certificate Sale

Account History 05-2200-208

Roll	Status	Due	
2017	Acct: Unpaid Cert: Issued Deed: Certified	$257.75	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$378.68	View
2015	Acct: Unpaid Cert: Issued Deed: Certified	$422.80	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$725.84	View
2013	Acct: Unpaid Cert: Issued Deed: Certified	$508.96	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$303.25	View
2011	Acct: Unpaid Cert: Issued Deed: Certified	$548.70	View
2010	Acct: Paid-in-full Cert: Expired		View
2009	Acct: Paid-in-full Cert: Redeemed		View
2008	Acct: Paid-in-full Cert: Redeemed		View
	Deed Redemption Total (2011-2017)	$3,145.93	
	Total Due:	$3,145.93	

View a different due date

Tax Deed Application

Application #:	1800584
Bidder #:	99
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/12/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$3,145.93 as of 09/18/2018 $3,145.93 through 09/28/2018 $3,192.46 through 10/31/2018 $3,239.00 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2014 | All Other Years

No notes recorded

Expand Notes

Account Summary

Roll/Tax:	2014 / 2014
Account:	05-2200-208
Alt. Key:	44174
Certified Roll Owner(s):	HUFF JEROME PO BOX 9113 COLLEGE STATION, TX 77842
Situs:	107 DIEGO CIR
Flags:	Tax Deed Application

Search Deed Search

05-2200-208 | -- Any --

Tax Yr	Account Number	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address	
2014	05-2200-208	44174	Certified	COUNTY OF ESCAMBIA C/O TAX COLLECTOR	107 DIEGO CIR	P O BOX 1312 PENSACOLA, FL 32591 0	View

Search results as of less than a minute ago

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Current Version: September 2018
Escambia County Website

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800684

Date of Tax Deed Application
Sep 12, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 2499**, issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **05-2200-208**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
HUFF JEROME
PO BOX 9113
COLLEGE STATION, TX 77842
LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/2499	05-2200-208	06/01/2015	277.87	166.72	444.59

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2018/2257	05-2200-208	06/01/2018	239.52	0	11.98	251.50
2017/2197	05-2200-208	06/01/2017	307.75	0	64.63	372.38
2016/2213	05-2200-208	06/01/2016	316.77	0	99.78	416.55
2014/2343	05-2200-208	06/01/2014	284.82	0	217.89	502.71
2013/2731	05-2200-208	06/01/2013	242.12	0	54.88	297.00
2012/2958	05-2200-208	06/01/2012	255.27	0	287.18	542.45

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	2,827.18
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	3,102.18

Amounts Certified by Clerk of Court (Lines 8-15):	Total Amount Paid
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75
19. Total Amount to Redeem	

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: April 1, 2019 By Jenny Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
05-2200-208 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1800684

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-2200-208	2015/2499	06-01-2015	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-12-2018
Application Date

Applicant's signature

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	092S300550000054
Account:	052200208
Owners:	HUFF JEROME
Mail:	PO BOX 9113 COLLEGE STATION, TX 77842
Situs:	107 DIEGO CIR 32505
Use Code:	SINGLE FAMILY - TOWNHOME
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
2018	$2,000	$2,155	$4,155	$4,125
2017	$2,000	$1,750	$3,750	$3,750
2016	$2,000	$6,769	$8,769	$8,769

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/2007	6096	1699	$100	QC	View Instr
03/1997	4109	618	$100	QC	View Instr
07/1994	3607	685	$9,700	WD	View Instr
06/1983	1779	832	$25,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

Extra Features

None

Parcel Information

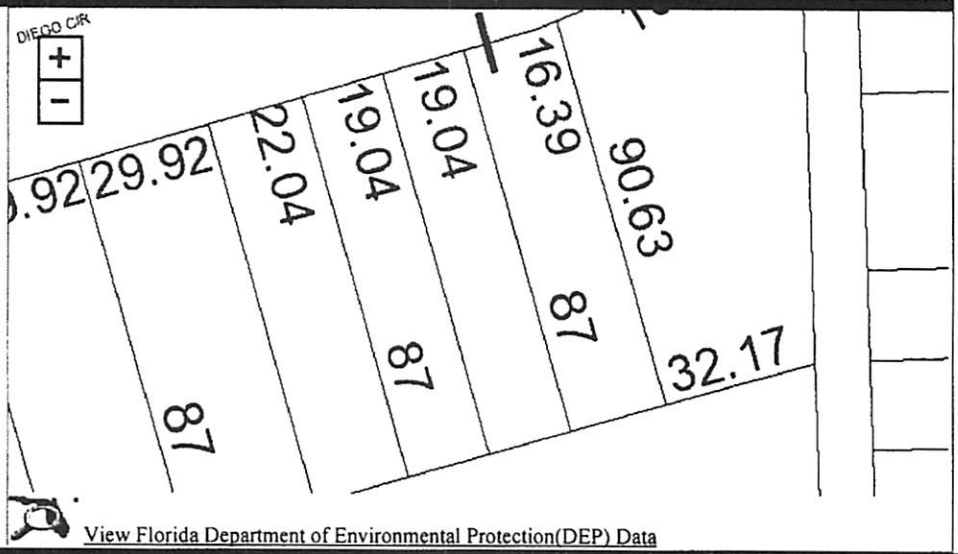
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0384

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

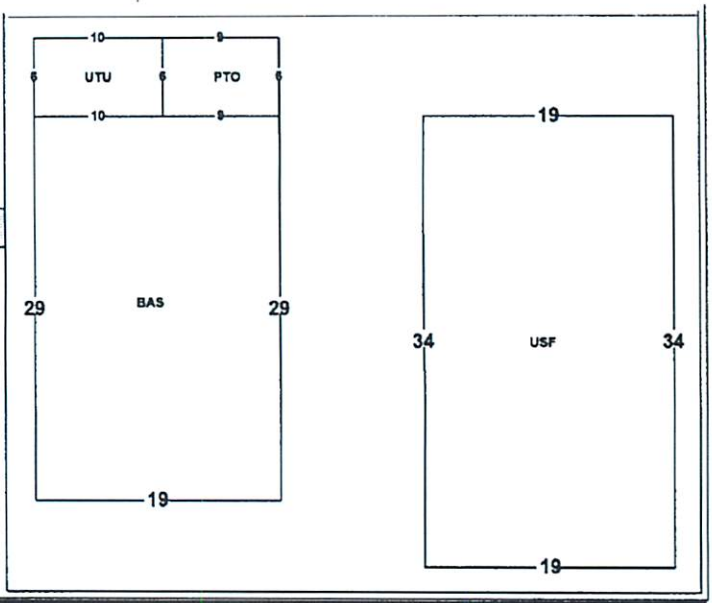
Buildings

Address: 107 DIEGO CIR, Year Built: 1972, Effective Year: 1972

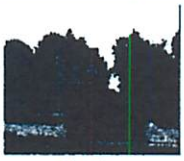
Structural Elements

NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*IRR. ROOF DESGN*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1311 Total SF
BASE AREA - *551*
PATIO - *54*
UPPER STORY FIN - *646*
UTILITY UNF - *60*

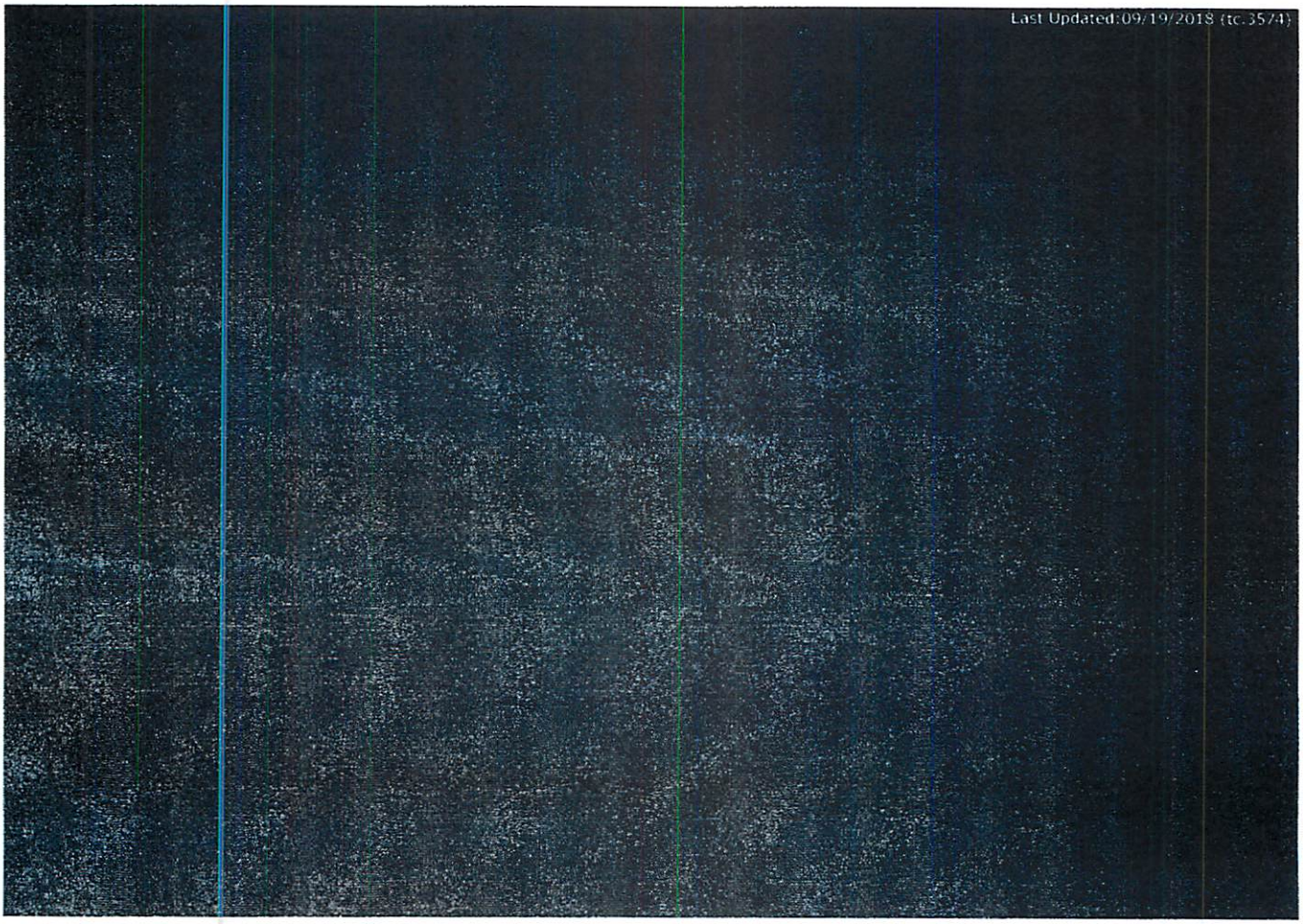


Images



6/25/18

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.



19-247

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14950

January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-03-1999, through 01-03-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Jerome Huff

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____

January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14950

January 4, 2019

Lot 54, Valencia Arms, as per plat thereof, recorded in Plat Book 7, Page 99, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14950 January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Liens filedc by Escambia County recorded in O.R. Book 6935, page 1213, amended ion O.R. Book 7041, page 837; O.R. Book 7435, page 1772, amended in O.R. Book 7604, page 1114; O.R. Book 7435, page 1777, amended in O.R. Book 7627, page 761; O.R. Book 7439, page 1593, amended in O.R.Book 7627, page 761; and O.R. Book 7439, page 1598, amended in O.R. Book 7604, page 1114.

2. Certificate of Delinquency filed by Kimberly L. Gideon recorded in O.R. Book 6832, page 712.

3. MSBU Lien filed by Escambia County recorded in O.R. Book 4445, page 1072, and O.R. Book 4315, page 455.

4. Taxes for the year 2012-2017 delinquent. The assessed value is $2,000.00. Tax ID 05-2200-208.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 05-2200-208

CERTIFICATE NO.: 2015-2499

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
X	___	Notify Escambia County, 221 Palafox Place, 4th Floor/ 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

SEE ATTACHED NOTIFICATION LIST

Certified and delivered to Escambia County Tax Collector,
this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

12

NOTIFICATION LIST FOR TAX ID NUMBER 05-2200-208

Jerome Huff
P.O. Box 9113
College Station, TX 77842

Property address:
107 Diego Circle
Pensacola, FL 32505

Escambia County Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Kimberly L. Gideon
P.O. Box 17303
Pensacola, FL 32522

Tax Certificate Holders:

5T Wealth Partners LP
Dept. #6200
P.O. Box 830539
Birmingham, AL 35283

Alberto Spera
2416 Malaga Lane
League City, TX 77573

Eric L.
18617 Schoenherr
Detroit, MI 48205

GCE Ventures LLC
P.O. Box 6690
Katy, TX 77491

David Hirst
19729 Blacksmith Path
Corona, CA 92881

Ralph and Misti Purvis
31219 Antioch Rd.
Andalusia, AL 36421

Recorded in Public Records 03/02/2007 at 12:52 PM OR Book 6096 Page 1699, Instrument #2007020331, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

LF298-04
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of February, 2006.
by first party, Grantor, Ryan F. Scott
whose post office address is POBox 2551, Pensacola FL 32513
to second party, Grantee, Jerome Huff
whose post office address is POBox 2551, Pensacola FL 32513

WITNESSETH, That the said first party, for good consideration and for the sum of
Ten Dollars +00 cents Dollars ($ 10.00)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida to wit:

1.) 107 Diego Cir, Pensacola FL 32503 legally described as: 092S30-0550-000-054 107 Diego Cir Lt 54 Valencia Arms PB 7 P 99 OR 4109 P 618

2.) 120 Diego Cir, Pensacola FL 32503 legally described as: 092S30-0550-000-024 120 Diego Cir Lt 24 Valencia Arms PB 7 P 99 OR 4109 P 618

: Nothing Else to Follow :

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Rev. 10/01
This product does not constitute the rendering of legal advice or services. This product is intended for informational use only and is not a substitute for legal advice. State laws vary, so consult an attorney on all legal matters. This product was not necessarily prepared by a person licensed to practice law in your state.

AZAB

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed ~~and delivered~~ in presence of:

Signature of Witness

Rosalind Grant
Print name of Witness

Signature of Witness

Print name of Witness

Ryan F. Scott
Signature of First Party

Ryan F. Scott
Print name of First Party

Signature of First Party

Print name of First Party

State of Florida
County of Escambia
On FEBRUARY 1, 2007 before me, MALITA WELCH
appeared RYAN F. SCOTT
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Malita D Welch
Signature of Notary

Affiant X Known X Produced ID
Type of ID FLORIDA DRIVERS LICENSE
(Seal)

MALITA D. WELCH
Notary Public - State of Florida
My Commission Expires May 11, 2008
Commission # DD 318287
Bonded By National Notary Assn.

State of
County of
On before me,
appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID
Type of ID
(Seal)

Signature of Preparer

Print Name of Preparer

POBox 8557 Pensacola FL 32513
Address of Preparer

Recorded in Public Records 11/16/2012 at 12:56 PM OR Book 6935 Page 1213, Instrument #2012087758, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/16/2012 at 12:41 PM OR Book 6935 Page 1092, Instrument #2012087738, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-04-01304
LOCATION: 107 Diego Cr.
PR# 092S30-0550-000-054

Jerome Huff
P.O. Box 9113
College Station, Texas 77842

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, NONE APPEARED AFTER DUE NOTICE; as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☑ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in the office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY: _____ D.C.
DATE 11-16-12

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA *

Recorded in Public Records 07/03/2013 at 03:35 PM OR Book 7041 Page 837, Instrument #2013049157, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-04-01304
Location: 107 Diego Circle
PR# 092S30-0550-000-054

Jerome Huff
P. O. Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 6, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Nuisance Conditions, (d) Overgrowth, 30-203 (o), (t), (u), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of $1,100.00 imposed by the Order of Special Magistrate dated November 6, 2012, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized		Cost
a. Fines ($100.00 per day (11/28/12 - 3/4/13)		$ 9,600.00
b. County Abatement Fees		$ 325.00
	Total	$ 9,925.00 which

together with the previously imposed costs of $1,100.00 makes a total of $11,025.00.

DONE AND ORDERED at Escambia County, Florida, this 25TH day of June, 2013.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/13/2015 at 12:49 PM OR Book 7435 Page 1772, Instrument #2015086777, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/13/2015 at 12:46 PM OR Book 7435 Page 1746, Instrument #2015086772, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02965
LOCATION: 120 Diego Cir
PR# 092S300558006024

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-13-15

CLERK OF CIRCUIT COURT ★ ESCAMBIA COUNTY FLORIDA ★

Recorded in Public Records 10/11/2016 at 03:47 PM OR Book 7604 Page 1114, Instrument #2016078613, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02965
Location: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (t), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($50.00 per day 11/11/15-7/22/16	$ 12,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees ($3,000.00 + 8,500.00	$ 11,500.00
Total:	$ 25,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of October, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/15/2012 at 04:13 PM OR Book 6832 Page 712, Instrument #2012020468, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF FLORIDA
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, CIVIL ACTION

CASE NO.: 96-0000904-CJ JD/DIV: JTP1
UCN: 17 1996 DR 000904 CJXX JV

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

2012 MAR 15 P 12:10

DOMESTIC RELATIONS
FILED & RECORDED

GIDEON, KIMBERLY L.
P.O. BOX 17303
PENSACOLA, FL 32522
Petitioner.

vs.

HUFF, JEROME E.
3434 ANDREW AVENUE
PENSACOLA, FL 32505
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County, certifies that HUFF, JEROME E. has failed to pay into the depository the court-ordered support payment mandated by the current Support Order in this cause. As of this date, the total support arrearage is $2,263.29 balance at terms, not including any costs or fees. Statutory interest automatically accrues on all past due support pursuant to F.S.55.03.

I further certify that HUFF, JEROME E. was issued a Notice of Delinquency on 01/04/2010, and 30 or more days have elapsed since the referenced delinquent payment was due. Pursuant to F.S. 61.14 this Certificate is a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated March 15, 2012.

ESCAMBIA CTY CLERK OF CIRCUIT COURT, ERNIE LEE MAGAHA

By: _____ Deputy Clerk

CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Case: 1996 DR 100904 JV
00055171468
Dkt: DJ2177IV Pg#: 1

Recorded in Public Records 10/11/2016 at 03:47 PM OR Book 7604 Page 1114, Instrument #2016078613, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02965
Location: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (t), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($50.00 per day 11/11/15-7/22/16	$ 12,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees ($3,000.00 + 8,500.00	$ 11,500.00
Total:	$ 25,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of October, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/13/2015 at 12:49 PM OR Book 7435 Page 1777, Instrument #2015086778, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/13/2015 at 12:46 PM OR Book 7435 Page 1751, Instrument #2015086773, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02971
LOCATION: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-13-15

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA *

Recorded in Public Records 11/23/2016 1:56 PM OR Book 7627 Page 761,
Instrument #2016090468, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02971
Location: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (t) and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($100.00 per day 11/11/15-8/26/16)	$ 28,900.00
b. Court Costs	$ 1,500.00
c. County Abatement Fees	$ 11,500.00
Total:	$ 41,900.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of November, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/23/2015 at 12:56 PM OR Book 7439 Page 1593, Instrument #2015089089, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/23/2015 at 12:37 PM OR Book 7439 Page 1503, Instrument #2015089064, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02971
LOCATION: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-23-15

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, **NAMED ABOVE**, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

Recorded in Public Records 11/23/2016 1:56 PM OR Book 7627 Page 761,
Instrument #201609046S, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02971
Location: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (t) and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($100.00 per day 11/11/15-8/26/16)	$ 28,900.00
b. Court Costs	$ 1,500.00
c. County Abatement Fees	$ 11,500.00
Total:	$ 41,900.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of November, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/23/2015 at 12:56 PM OR Book 7439 Page 1598, Instrument #2015089090, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/23/2015 at 12:37 PM OR Book 7439 Page 1508, Instrument #2015089065, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02965
LOCATION: 120 Diego Cir
PR# 092S300550000024

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-23-15

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, **NAMED ABOVE**, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

Recorded in Public Records 10/11/2016 at 03:47 PM OR Book 7604 Page 1114, Instrument #2016078613, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02965
Location: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (t), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($50.00 per day 11/11/15-7/22/16	$ 12,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees ($3,000.00 + 8,500.00	$ 11,500.00
Total:	$ 25,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of October, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/15/2012 at 04:15 PM OR Book [illegible] Page [illegible], Instrument #2012020468, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF FLORIDA
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, CIVIL ACTION

CASE NO.: 96-0000904-CJ JD/DIV: JTP1
UCN: 17 1996 DR 000904 CJXX JV

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

2012 MAR 15 P 12:10

DOMESTIC RELATIONS
FILED & RECORDED

GIDEON, KIMBERLY L.
P.O. BOX 17303
PENSACOLA, FL 32522
Petitioner.

vs.

HUFF, JEROME E.
3434 ANDREW AVENUE
PENSACOLA, FL 32505
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County, certifies that HUFF, JEROME E. has failed to pay into the depository the court-ordered support payment mandated by the current Support Order in this cause. As of this date, the total support arrearage is $2,263.29 balance at terms, not including any costs or fees. Statutory interest automatically accrues on all past due support pursuant to F.S.55.03.

I further certify that HUFF, JEROME E. was issued a Notice of Delinquency on 01/04/2010, and 30 or more days have elapsed since the referenced delinquent payment was due. Pursuant to F.S. 61.14 this Certificate is a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated March 15, 2012.

ESCAMBIA CTY CLERK OF CT, ERNIE LEE MAGAHA

By: _____ Deputy Clerk

CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Case: 1996 DR 100904 JV
00055171468
Dkt: DJ2177IV Pg#: 1

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER: 092S300550000054

REFERENCE ID:

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
107 Diego Cir	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

BORROWER: HUFF JEROME

OWNER OF PUBLIC RECORD: HUFF,JEROME

CLIENT: Escambia County: Community Redevelopment Agency
221 Palafox Place Suite 305
Pensacola, FL 32502

CURRENT USE: Vacant Land

PROJECTED USE: Townhome

REAL PROPERTY INTEREST VALUED: FEESIMPLE

PRESENTLY HIGHEST AND BEST USE?: ☑ Yes

ZONING CONFORMANCE: Yes

ASSESOR'S PARCEL NUMBER: 092S300550000054

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
0	0 sf	-1	0.00

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	1,673 sf	Similar

BASEMENT: No

ARCHITECTURAL STYLE: Townhouse

OCCUPANCY STATUS: Vacant Unsecured

IS SUBJECT LISTED?: No


SUBJECT PHOTO

OPINION OF MARKET VALUE:
(SEE EXTRAORDINARY ASSUMPTIONS)
$ 2,500

EFFECTIVE DATE: 12/02/2017

ESTIMATED EXPOSURE TIME: +6 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see page 5)

Subject Condition: POOR | FAIR | ✓ AVERAGE | GOOD | EXCELLENT

As Compared to Neighborhood: INFERIOR | ✓ SIMILAR | SUPERIOR

Market Conditions

LOCATION: Suburban

GROWTH RATE: Slow

PROPERTY VALUES: Stable

DEMAND/SUPPLY: In Balance

MARKETING TIME: > 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$1,750	$3,750	2017

Value Reconciliation

The Direct Sales Comparison Approach was utilized exclusively within this report. The comparable sales bracket the subject well with consideration to the limited amount of vacant sales for this area.

Legal Description
LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Sales #2 & #3 are listed as superior because of the location and lot size. The neighborhood is limited with vacant land sales and undeveloped properties are scarce for this area.

Was it necessary to use distant comparables or older sales?
Yes: Due to low volume or recent vacant lot sales in the immediate vicinity, sales were researched from a greater distance.

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

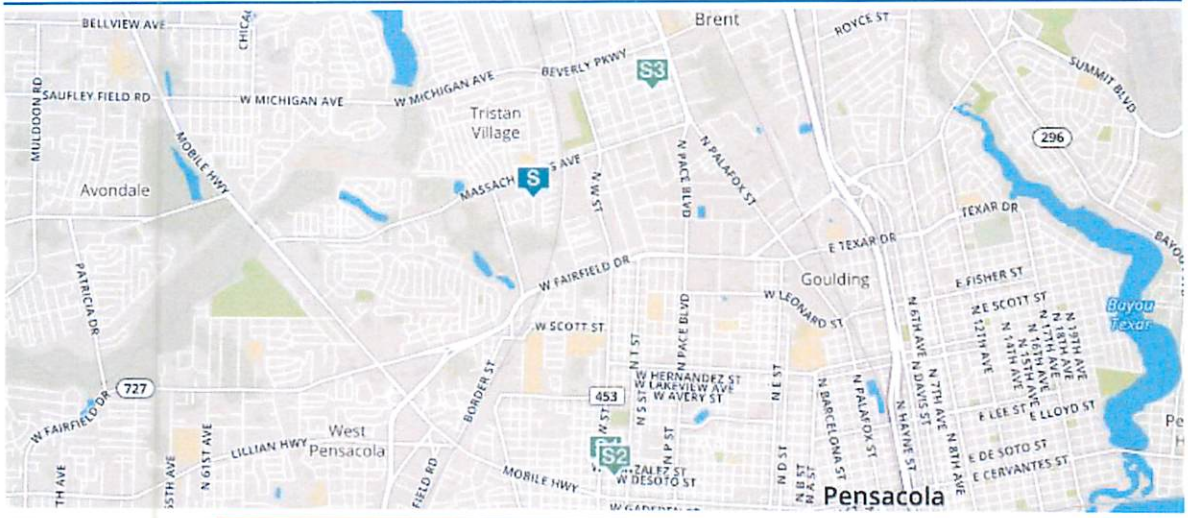
Did you reconcile towards one end of the range because of market conditions?
No

Market Conditions:
This market segment extends over several blocks and is primarily comprised moderately priced housing and developments with a wide range of pride of ownership. The community is bordered by Massachusetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the West, and N W Street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community. The subject development consists of homes of similar design and ages that also include a section of single family detached residences that were built from 1971-1980 and range in sizes fromb1000-1900 square feet. The surrounding neighborhood is characterized by modest single family homes, residential attached and mobile homes. Properties range from poor to average condition. Shopping, schools, employment centers, medical facilities and recreational opportunities are located within close proximity. Commercial uses are concentrated along Massachusetts, "W" Street & Michigan Highway.

Supply and demand levels are balanced for this market and values are stable.

The current market is considered to be a buyers' market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. Within recent months, available properties on the market has declined slightly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices. The fall and winter are also historically the slowest part of the year for the local market.

Selected Comparables



	Subject	Sold Comparables ($2,500 - $8,200)							
Address	S 107 Diego Cir Pensacola, FL 32505		S1 2815 W Lloyd St Pensacola, FL 32505		S2 2705 West Brainerd Street Pensacola, FL 32505		S3 110 Rosalyn Way Pensacola, FL 32505	
Proximity		N/A		1.927 mi		2 mi		1.124 mi
Sale Price	N/A	N/A	$2,500	08/14/2017	$8,000	05/11/2017	$8,200	01/24/2017
REO/Short Sale		No		No		No		No
Location		N; Res		N; Res		N; Res		N; Res
Site Size (ac)		0.038 ac		0.151 ac		0.174 ac		0.180 ac
View		N; Res		N; Res		N; Res		N; Res
Year Built		0		0		0		0
Quality	Q4	C4	Q4	C4	Q4	C4	Q4	C4
Gross Living Area (sf)		0		0		0		0
Bed	-1	0.0		0.0		0.0		0.0
Below Grade		None		None		None		None
Parking		1dw		1dw		1dw		1dw
Other								
As Compared to Subject		N/A		SIMILAR		SUPERIOR		SUPERIOR

	Subject	Listed Comparables ($0 - $0)
Address	S 107 Diego Cir Pensacola, FL 32505	
Proximity	N/A	
Contr. Amount / Contr. Date	N/A / N/A	
List Price / Total DOM	N/A / N/A	
REO/Short Sale	No	
Location	N; Res	
Site Size (ac)	0.038 ac	
View	N; Res	
Year Built	0	
Quality / Condition	Q4 / C4	
Gross Living Area (sf)	0	
Bed / Bath	-1 / 0.0	
Below Grade	None	
Parking	1dw	
Other		
As Compared to Subject	N/A	

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

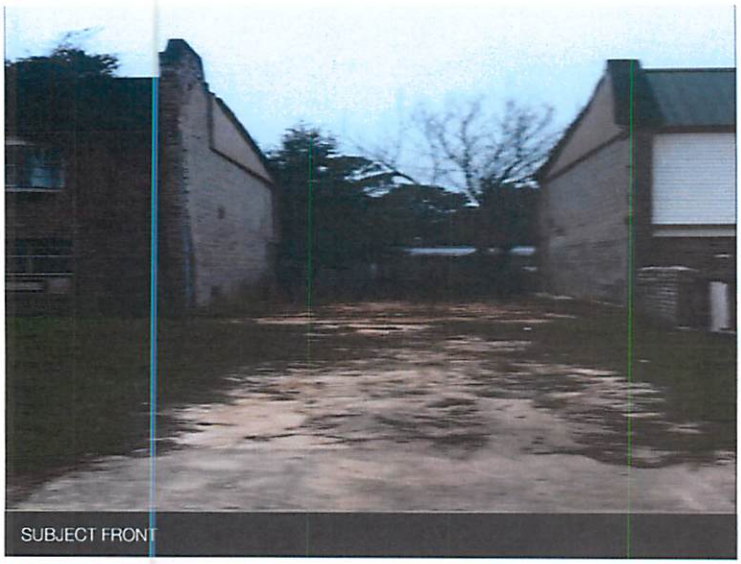
APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS:	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?:	
		SRA MAI	No	
		COMPANY NAME:	COMPANY ADDRESS:	
		G. Daniel Green & Associates	103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME:	DATE OF SIGNATURE:	LICENSE STATE:	LICENSE/CERTIFICATION NO:	EXPIRATION DATE:
G Daniel Green	12/07/2017	FL	Rz836	11/30/2018

PHOTOGRAPHS OF THE SUBJECT PROPERTY

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
107 Diego Cir	Pensacola	FL	32505



SUBJECT FRONT



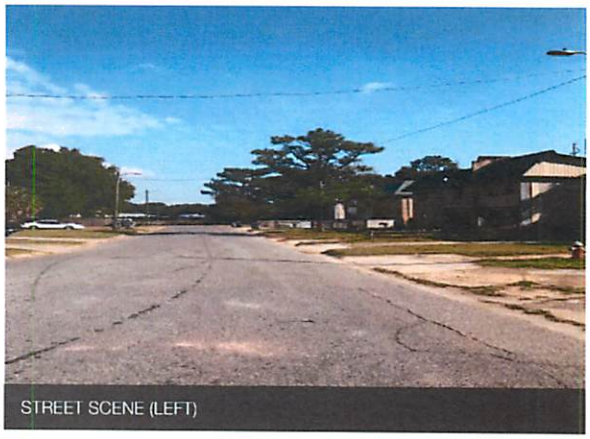
SUBJECT RIGHT PROFILE



SUBJECT LEFT PROFILE



STREET SCENE (RIGHT)



STREET SCENE (LEFT)



SUBJECT ADDRESS

Inspection

Property Characteristics

Property Use	Vacant Land
Occupancy Status	Vacant Unsecured
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	Vacant Land
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Other
Siding Condition	Fair
Roof Type	Other
Roof Condition	Fair

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	Yes
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	No	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	
This Fee Includes:			

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

The Subject property is a vacant lot in similar condition to the surrounding properties. The site is relatively clear, with little or no debris from a previous structure. Upon visual inspection of the property using county maps, markers and coordinates, it is our opinion that this is currently a vacant lot.

Name/License

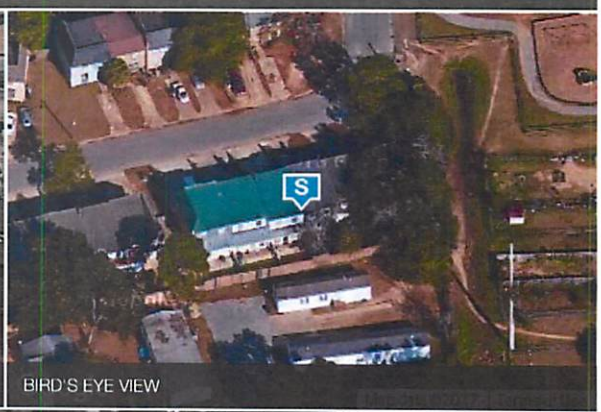
Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	12/07/2017

NOT AVAILABLE

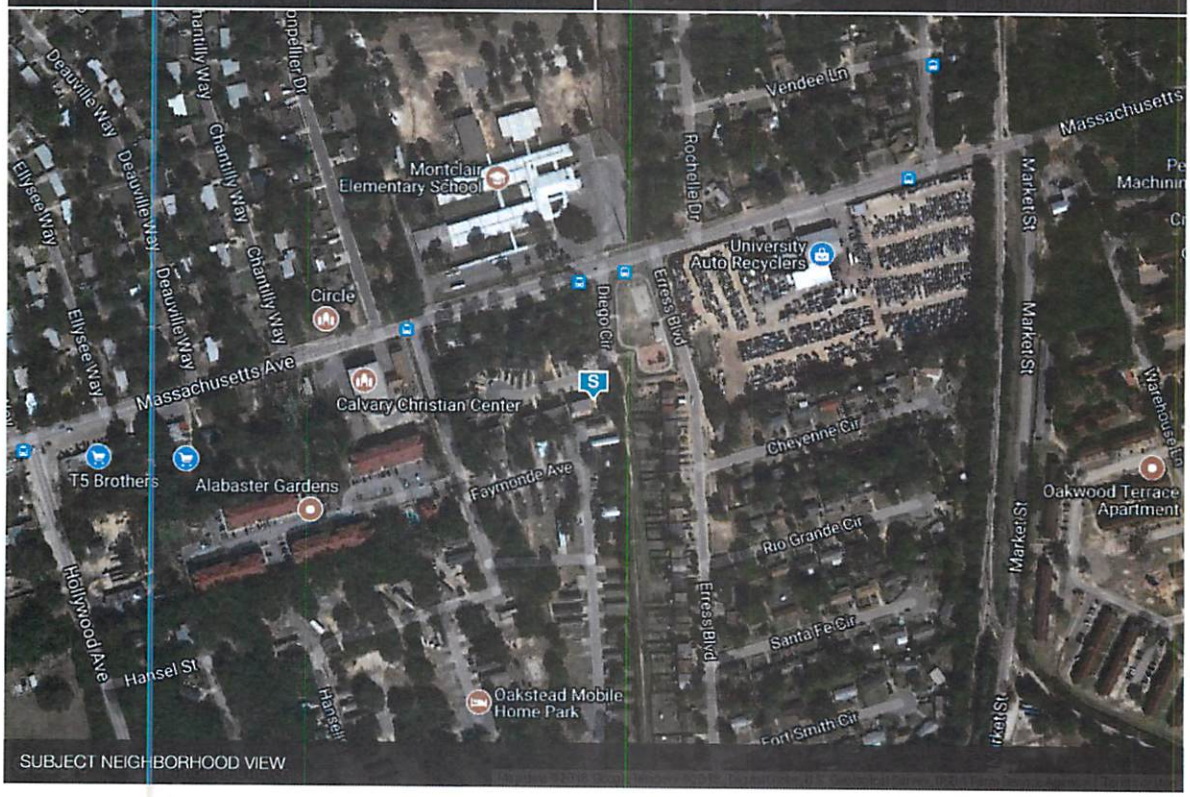
STREET VIEW



OVERHEAD VIEW



BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-18

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

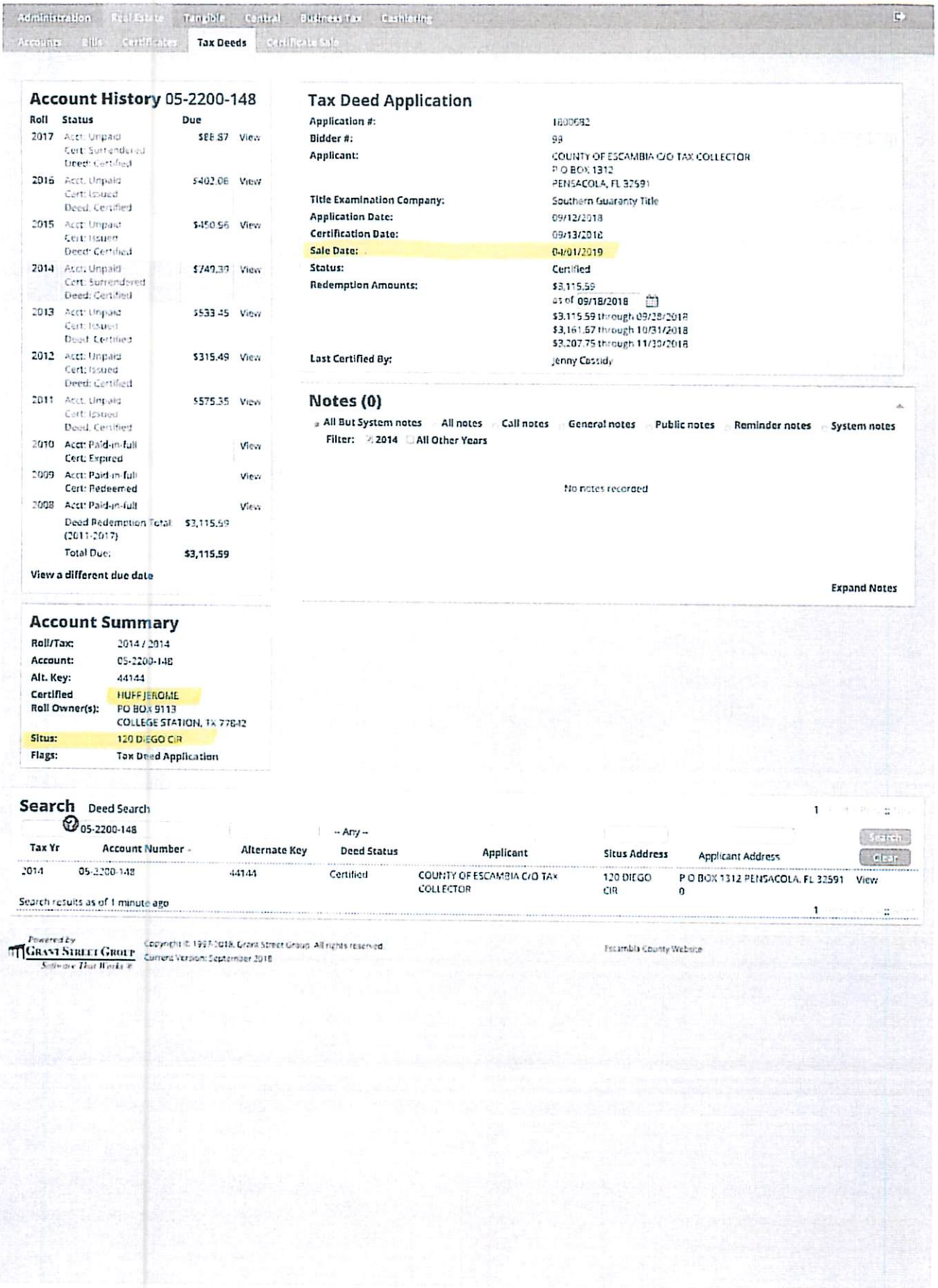
FR 24.510 & 24 CFR, Part 24, Appendix A

Back

Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance Address
	19-241	120544282	07383	302N313000007006	Apr 1 2019		**$1,774.06	BEG AT NW COR OF SW 1/4 S ALG W LI 1742 FT N 89 DEG 43 MIN 37 SEC E 300 FT FOR POB CONT 304 95/100 FT S 49 DEG 17 MIN 37 SEC W 155 94/100 FT S 74 DEG 12 MIN 22 SEC W 194 06/100 FT N 0 DEG E 153 06/100 FT TO POB OR 4188 P 1719	2847 LAWSON LN 32533
	19-242	122009000	07679	375N311000001065	Apr 1 2019		**$2,101.60	BEG ON N LI OF BLK 65 AT INTER OF PALAFOX HWY & JOHNSON ST S PARALLEL WITH HWY 107 YDS W PARALLEL WITH JOHNSON ST 325 YDS N 107 YDS E PARALLEL WITH JOHNSON ST 286 1/2 YDS TO POB PART OF BLK 65 BLUFF SPRINGS DB 135 P 185 LESS OR 1750 P 30 U S HWY 95 R/W	4900 BLK N CENTURY BLVD 32535
	19-243	130395000	08618	000S009001002209	Apr 1 2019		**$1,501.11	E 12 FT OF W 13 35/100 FT OF N 52 FT OF LT 210 BLK 23 OLD CITY TRACT OR 1292/1499 P 145/42 CA 74	331 E ROMANA ST 32502
	19-244	070544405	03829	342S300295028003	Apr 1 2019		**$2,313.73	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159	3822 FRONTERA CIR 32505
	19-245	052200148	02480	092S300550000024	Apr 1 2019		**$4,009.98	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	120 DIEGO CIR 32505
	19-246	052200186	02493	092S300550000043	Apr 1 2019		**$2,047.00	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101	139 DIEGO CIR 32505
	19-247	052200208	02499	092S300550000054	Apr 1 2019		**$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**$3,781.70	UNIT 30 BEG AT NE COR OF LT 11	4203

https://escambia.taxsys.net/tcb/app/re/accounts



Administration Real Estate Tangible Central Business Tax Cashiering

Accounts Bills Certificates Tax Deeds Certificate Sale

Account History 05-2200-148

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	$88.87	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$402.08	View
2015	Acct: Unpaid Cert: Issued Deed: Certified	$450.96	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$749.39	View
2013	Acct: Unpaid Cert: Issued Deed: Certified	$533.45	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$315.49	View
2011	Acct: Unpaid Cert: Issued Deed: Certified	$575.35	View
2010	Acct: Paid-in-full Cert: Expired		View
2009	Acct: Paid-in-full Cert: Redeemed		View
2008	Acct: Paid-in-full		View
	Deed Redemption Total (2011-2017)	$3,115.59	
	Total Due:	$3,115.59	

View a different due date

Tax Deed Application

Application #:	1800682
Bidder #:	99
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/12/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$3,115.59 as of 09/18/2018 $3,115.59 through 09/28/2018 $3,161.67 through 10/31/2018 $3,207.75 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2014 All Other Years

No notes recorded

Expand Notes

Account Summary

Roll/Tax:	2014 / 2014
Account:	05-2200-148
Alt. Key:	44144
Certified Roll Owner(s):	HUFF JEROME PO BOX 9113 COLLEGE STATION, TX 77842
Situs:	120 DIEGO CIR
Flags:	Tax Deed Application

Search Deed Search

05-2200-148 -- Any --

Tax Yr	Account Number	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address	
2014	05-2200-148	44144	Certified	COUNTY OF ESCAMBIA C/O TAX COLLECTOR	120 DIEGO CIR	P O BOX 1312 PENSACOLA, FL 32591 0	View

Search results as of 1 minute ago

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Current Version: September 2018

Escambia County Website

120 Diego

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800682

Date of Tax Deed Application
Sep 12, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 2480,** Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **05-2200-148**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
HUFF JEROME
PO BOX 9113
COLLEGE STATION, TX 77842
LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/2480	05-2200-148	06/01/2015	292.59	175.55	468.14
2018/2235	05-2200-148	06/01/2018	77.94	4.68	82.62

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/2179	05-2200-148	06/01/2017	327.13	0	68.70	395.83
2016/2192	05-2200-148	06/01/2016	334.37	0	110.34	444.71
2014/2324	05-2200-148	06/01/2014	296.18	0	231.02	527.20
2013/2713	05-2200-148	06/01/2013	252.10	0	57.14	309.24
2012/2954	05-2200-148	06/01/2012	267.81	0	301.29	569.10

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	2,796.84
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	3,071.84
Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75

19. Total Amount to Redeem

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: April 1, 2019 By Jenny Cassedy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
05-2200-148 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1800682

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-2200-148	2015/2480	06-01-2015	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-12-2018
Application Date

Applicant's signature

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference:	092S300550000024
Account:	052200148
Owners:	HUFF JEROME
Mail:	PO BOX 9113 COLLEGE STATION, TX 77842
Situs:	120 DIEGO CIR 32505
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
2018	$2,000	$0	$2,000	$2,000
2017	$2,000	$0	$2,000	$2,000
2016	$2,000	$7,981	$9,981	$9,981

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/2007	6096	1699	$100	QC	View Instr
03/1997	4109	618	$100	QC	View Instr
02/1996	3917	538	$100	QC	View Instr
09/1994	3653	668	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

Extra Features

None

Parcel Information

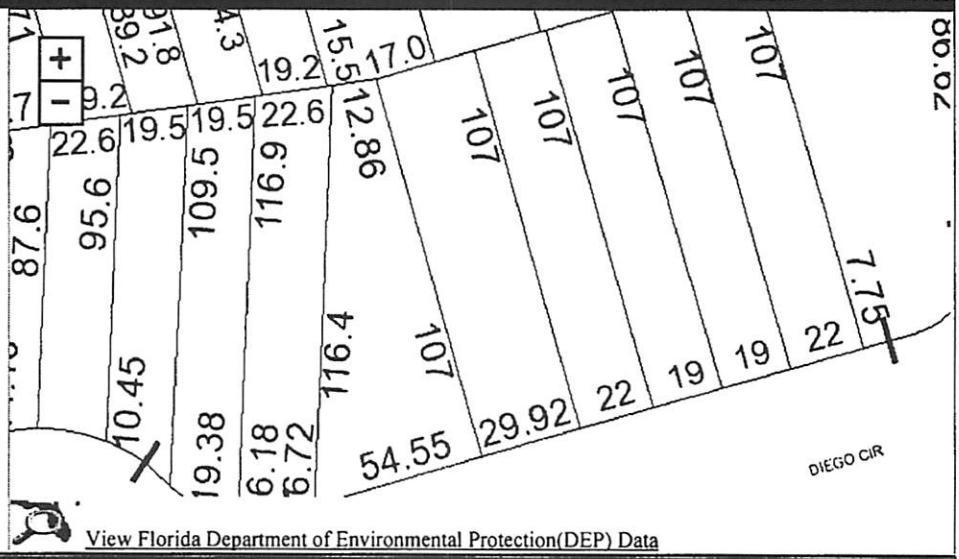
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0782

Zoned:
HDMU

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.

Last Updated: 09/19/2018

19-245

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14946

January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-03-1999, through 01-03-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Jerome Huff

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____

January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14946

January 4, 2019

Lot 24, Valencia Arms, as per plat thereof, recorded in Plat Book 7, Page 99, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14946

January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Liens filedc by Escambia County recorded in O.R. Book 6935, page 1213, amended ion O.R. Book 7041, page 837; O.R. Book 7435, page 1772, amended in O.R. Book 7604, page 1114; O.R. Book 7435, page 1777, amended in O.R. Book 7627, page 761; O.R. Book 7439, page 1593, amended in O.R.Book 7627, page 761; and O.R. Book 7439, page 1598, amended in O.R. Book 7604, page 1114.

2. Certificate of Delinquency filed by Kimberly L. Gideon recorded in O.R. Book 6832, page 712.

3. MSBU Lien filed by Escambia County recorded in O.R. Book 4445, page 1056, and O.R. Book 4315, page 427.

4. Taxes for the year 2011-2017 delinquent. The assessed value is $2,000.00. Tax ID 05-2200-148.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 05-2200-148

CERTIFICATE NO.: 2015-2480

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
X	___	Notify Escambia County, 221 Palafox Place, 4th Floor/ 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

SEE ATTACHED NOTIFICATION LIST

Certified and delivered to Escambia County Tax Collector,
this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

NOTIFICATION LIST FOR TAX ID NUMBER 05-2200-148

Jerome Huff
P.O. Box 9113
College Station, TX 77842

Property address:
120 Diego Circle
Pensacola, FL 32505

Escambia County Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Kimberly L. Gideon
P.O. Box 17303
Pensacola, FL 32522

Tax Certificate Holders:

Cornerstone Trading Corp.
26565 West Agoura Rd., Ste 200
Calabasas, CA 91302

Alberto Spera
2416 Malaga Lane
League City, TX 77573

Carr Investments, LLC
24001 SE Gusa Rd.
Amity, OR 97101

Karen Neglia
Rustycap'o Inc.
538 East Meadow Ave.
East Meadow, NY 11554

Gary A. Miller
Box 435
Lawtey, FL 32058

Recorded in Public Records 03/02/2007 at 12:52 PM OR Book 6096 Page 1699, Instrument #2007020331, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

LF298-04
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of February, 2006, by first party, Grantor, Ryan F. Scott whose post office address is POBOX 2551, Pensacola FL 32513 to second party, Grantee, Jerome Huff whose post office address is POBOX 2551, Pensacola FL 32513

WITNESSETH, That the said first party, for good consideration and for the sum of Ten Dollars +00 cents Dollars ($ 10.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida to wit:

1.) 107 Diego Cir, Pensacola FL 32503 legally described as: 092S30-0550-000-054 107 Diego Cir Lt 54 Valencia Arms PB 7 P 99 OR 4109 P 618

2.) 120 Diego Cir, Pensacola FL 32503 legally described as: 092S30-0550-000-024 120 Diego Cir Lt 24 Valencia Arms PB 7 P 99 OR 4109 P 618

: Nothing Else to Follow :

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Rev. 10/01
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AZAB

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed ~~and delivered~~ in presence of:

Signature of Witness — Signature of First Party

Rosalind Grant — Ryan F. Scott

Print name of Witness — Print name of First Party

Signature of Witness — Signature of First Party

Print name of Witness — Print name of First Party

State of Florida
County of Escambia
On FEBRUARY 1, 2007 before me, MALITA WELCH
appeared RYAN F. SCOTT
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Malita D Welch
Signature of Notary

Affiant X Known X Produced ID
Type of ID FLORIDA DRIVERS LICENSE
(Seal)

MALITA D. WELCH
Notary Public - State of Florida
My Commission Expires May 11, 2008
Commission # DD 318287
Bonded By National Notary Assn.

State of
County of
On before me,
appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant ____ Known ____ Produced ID
Type of ID ____
(Seal)

Signature of Preparer

Print Name of Preparer

POBox 8557 Pensacola FL 32513
Address of Preparer

Recorded in Public Records 11/16/2012 at 12:56 PM OR Book 6935 Page 1213, Instrument #2012087758, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/16/2012 at 12:41 PM OR Book 6935 Page 1092, Instrument #2012087738, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-04-01304
LOCATION: 107 Diego Cr.
PR# 092S30-0550-000-054

Jerome Huff
P.O. Box 9113
College Station, Texas 77842

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, ~~NONE APPEARED AFTER~~ DUE NOTICE as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☑ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY: _____ D.C.
DATE 11-16-12

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA

Recorded in Public Records 07/03/2013 at 03:35 PM OR Book 7041 Page 837, Instrument #2013049157, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-04-01304
Location: 107 Diego Circle
PR# 092S30-0550-000-054

Jerome Huff
P. O. Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 6, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Nuisance Conditions, (d) Overgrowth, 30-203 (o), (t), (u), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of $1,100.00 imposed by the Order of Special Magistrate dated November 6, 2012, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized		Cost
a. Fines ($100.00 per day (11/28/12 - 3/4/13)		$ 9,600.00
b. County Abatement Fees		$ 325.00
	Total	$ 9,925.00 which

together with the previously imposed costs of $1,100.00 makes a total of $11,025.00.

DONE AND ORDERED at Escambia County, Florida, this 25TH day of JUNE, 2013.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/13/2015 at 12:49 PM OR Book 7435 Page 1772, Instrument #2015086777, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/13/2015 at 12:46 PM OR Book 7435 Page 1746, Instrument #2015086772, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02965
LOCATION: 120 Diego Cir
PR# 092S300558000024

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-13-15

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY FLORIDA *

Recorded in Public Records 10/11/2016 at 03:47 PM OR Book 7604 Page 1114, Instrument #2016078613, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02965
Location: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (t), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized	Cost
a. Fines ($50.00 per day 11/11/15-7/22/16	$ 12,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees ($3,000.00 + 8,500.00	$ 11,500.00
Total:	$ 25,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of October, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/15/2012 at 04:13 PM OR Book 6832 Page 712, Instrument #2012020468, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF FLORIDA
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, CIVIL ACTION

CASE NO.: 96-0000904-CJ JD/DIV: JTP1
UCN: 17 1996 DR 000904 CJXX JV

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

2012 MAR 15 P 12:10

DOMESTIC RELATIONS
FILED & RECORDED

GIDEON, KIMBERLY L.
P.O. BOX 17303
PENSACOLA, FL 32522
Petitioner.

vs.

HUFF, JEROME E.
3434 ANDREW AVENUE
PENSACOLA, FL 32505
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County, certifies that HUFF, JEROME E. has failed to pay into the depository the court-ordered support payment mandated by the current Support Order in this cause. As of this date, the total support arrearage is $2,263.29 balance at terms, not including any costs or fees. Statutory interest automatically accrues on all past due support pursuant to F.S.55.03.

I further certify that HUFF, JEROME E. was issued a Notice of Delinquency on 01/04/2010, and 30 or more days have elapsed since the referenced delinquent payment was due. Pursuant to F.S. 61.14 this Certificate is a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated March 15, 2012.

ESCAMBIA CTY CLERK OF CT, ERNIE LEE MAGAHA

By: _____ Deputy Clerk

CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Case: 1996 DR 100904 JV
00055171468
Dkt: DJ2177IV Pg#: 1

Recorded in Public Records 10/11/2016 at 03:47 PM OR Book 7604 Page 1114, Instrument #2016078613, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02965
Location: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (t), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($50.00 per day 11/11/15-7/22/16	$ 12,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees ($3,000.00 + 8,500.00	$ 11,500.00
Total:	$ 25,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of October, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/13/2015 at 12:49 PM OR Book 7435 Page 1777, Instrument #2015086778, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/13/2015 at 12:46 PM OR Book 7435 Page 1751, Instrument #2015086773, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02971
LOCATION: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

☑ 42-196 (a) Nuisance Conditions
☑ 42-196 (b) Trash and Debris
☑ 42-196 (c) Inoperable Vehicle(s); Described _____

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-13-15

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY FLORIDA

Recorded in Public Records 11/23/2016 1:56 PM OR Book 7627 Page 761,
Instrument #2016090468, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02971
Location: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (t) and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

Itemized Cost	
a. Fines ($100.00 per day 11/11/15-8/26/16)	$ 28,900.00
b. Court Costs	$ 1,500.00
c. County Abatement Fees	$ 11,500.00
Total:	$ 41,900.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of November, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/23/2015 at 12:56 PM OR Book 7439 Page 1598, Instrument #2015089090, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/23/2015 at 12:37 PM OR Book 7439 Page 1508, Instrument #2015089065, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02965
LOCATION: 120 Diego Cir
PR# 092S300550000024

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-23-15

ORDER

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- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

Recorded in Public Records 11/23/2016 1:56 PM OR Book 7627 Page 761,
Instrument #201609046S, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 15-07-02971
Location: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 13, 2015; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (t) and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 13, 2015.

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b. Court Costs	$ 1,500.00
c. County Abatement Fees	$ 11,500.00
Total:	$ 41,900.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of November, 2016.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/23/2015 at 12:56 PM OR Book 7439 Page 1593, Instrument #2015089089, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/23/2015 at 12:37 PM OR Book 7439 Page 1503, Instrument #2015089064, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02971
LOCATION: 107 Diego Cir
PR# 092S300550000054

Huff, Jerome
P O Box 9113
College Station, TX 77842
RESPONDENT

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 11-23-15

ORDER

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- ☑ 42-196 (b) Trash and Debris
- ☑ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER: 092S300550000024

REFERENCE ID:

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
120 Diego Cir	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

BORROWER: HUFF JEROME

OWNER OF PUBLIC RECORD: HUFF,JEROME

CLIENT: Escambia County: Community Redevelopment Agency
221 Palafox Place Suite 305
Pensacola, FL 32502

CURRENT USE: Vacant Land

PROJECTED USE: Townhome

REAL PROPERTY INTEREST VALUED: FEESIMPLE

PRESENTLY HIGHEST AND BEST USE?: ☑ Yes

ZONING CONFORMANCE: Yes

ASSESOR'S PARCEL NUMBER: 092S300550000024

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
0	0 sf	-1	0.00

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	3,406 sf	Similar

BASEMENT: No

ARCHITECTURAL STYLE: Townhouse

OCCUPANCY STATUS: Vacant Unsecured

IS SUBJECT LISTED?: No



SUBJECT PHOTO

OPINION OF MARKET VALUE:
(SEE EXTRAORDINARY ASSUMPTIONS)
$ 2,500

EFFECTIVE DATE: 12/02/2017

ESTIMATED EXPOSURE TIME: +6 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see page 5)

Subject Condition: POOR | FAIR | ✓ AVERAGE | GOOD | EXCELLENT

As Compared to Neighborhood: INFERIOR | ✓ SIMILAR | SUPERIOR

Market Conditions

LOCATION: Suburban

GROWTH RATE: Slow

PROPERTY VALUES: Stable

DEMAND/SUPPLY: In Balance

MARKETING TIME: > 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$7,981	$2,000	2017

Value Reconciliation

Vacant Lot Valuation - The Direct Sales Comparison Approach was utilized exclusively within this report. The comparable sales bracket the subject well with consideration to the limited amount of vacant sales for this area.

Legal Description
LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Sales #2 & #3 are listed as superior because of the location and lot size. The neighborhood is limited with vacant land sales and undeveloped properties are scarce for this area.

Was it necessary to use distant comparables or older sales?
No

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

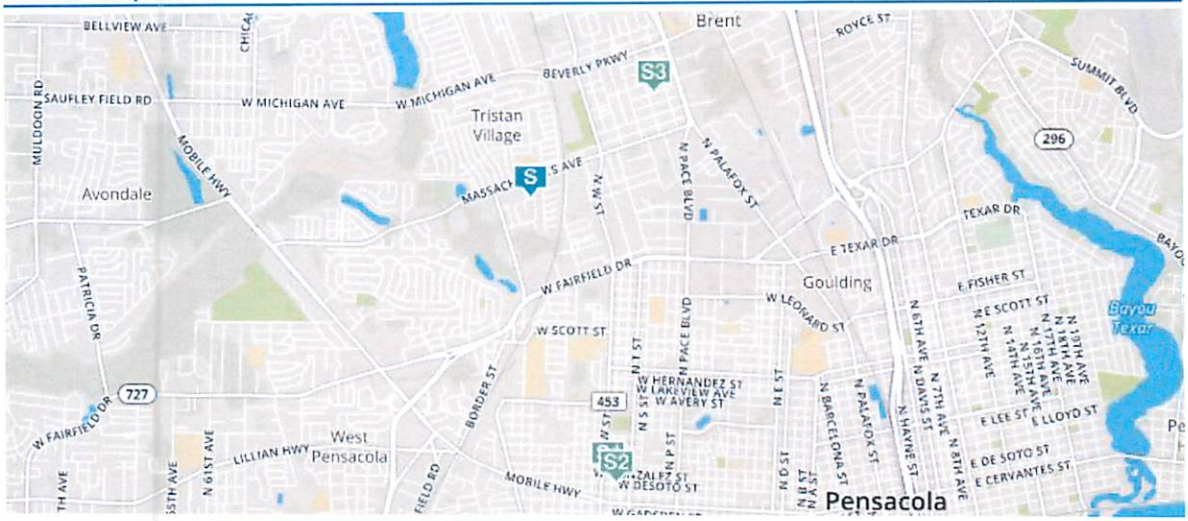
Did you reconcile towards one end of the range because of market conditions?
No

Market Conditions:
This market segment extends over several blocks and is primarily comprised moderately priced housing and developments with a wide range of pride of ownership. The community is bordered by Massachusetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the West, and N W Street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community. The subject development consists of homes of similar design and ages that also include a section of single family detached residences that were built from 1971-1980 and range in sizes from 1000-1900 square feet. The surrounding neighborhood is characterized by modest single family homes, residential attached and mobile homes. Properties range from poor to average condition. Shopping, schools, employment centers, medical facilities and recreational opportunities are located within close proximity. Commercial uses are concentrated along Massachusetts, "W" Street & Michigan Highway.

Supply and demand levels are balanced for this market and values are stable.

The current market is considered to be a buyers' market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. Within recent months, available properties on the market has declined slightly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices. The fall and winter are also historically the slowest part of the year for the local market.

Selected Comparables



	Subject	Sold Comparables ($2,500 - $8,200)							
Address	S 120 Diego Cir Pensacola, FL 32505		S1 2815 W Lloyd St Pensacola, FL 32505		S2 2705 West Brainerd Street Pensacola, FL 32505		S3 110 Rosalyn Way Pensacola, FL 32505	
Proximity		N/A		1.956 mi		2 mi		1.128 mi
Sale Price / Sale Date	N/A	N/A	$2,500	08/14/2017	$8,000	05/11/2017	$8,200	01/24/2017
REO/Short Sale		No		No		No		No
Location		N; Res		N; Res		N; Res		N; Res
Site Size (ac)		0.078 ac		0.151 ac		0.174 ac		0.180 ac
View		N; Res		N; Res		N; Res		N; Res
Year Built		0		0		0		0
Quality / Condition	Q4	C4	Q4	C4	Q4	C4	Q4	C4
Gross Living Area (sf)		0		0		0		0
Bed / Bath	-1	0.0		0.0		0.0		0.0
Below Grade		None		None		None		None
Parking		1dw		1dw		1dw		1dw
Other								
As Compared to Subject		N/A		SIMILAR		SUPERIOR		SUPERIOR

	Subject	Listed Comparables ($0 - $0)
Address	S 120 Diego Cir Pensacola, FL 32505	
Proximity		N/A
Contr. Amount / Contr. Date	N/A	N/A
List Price / Total DOM	N/A	N/A
REO/Short Sale		No
Location		N; Res
Site Size (ac)		0.078 ac
View		N; Res
Year Built		0
Quality / Condition	Q4	C4
Gross Living Area (sf)		0
Bed / Bath	-1	0.0
Below Grade		None
Parking		1dw
Other		
As Compared to Subject		N/A

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

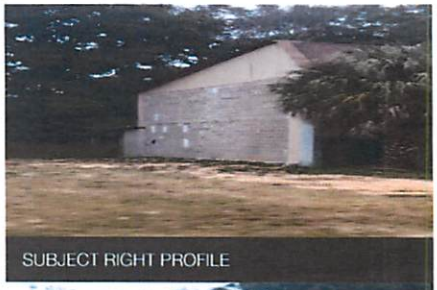
APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS: SRA MAI	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?: No	
		COMPANY NAME: G. Daniel Green & Associates	COMPANY ADDRESS: 103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME: G Daniel Green	DATE OF SIGNATURE: 12/07/2017	LICENSE STATE: FL	LICENSE/CERTIFICATION NO: Rz836	EXPIRATION DATE: 11/30/2018

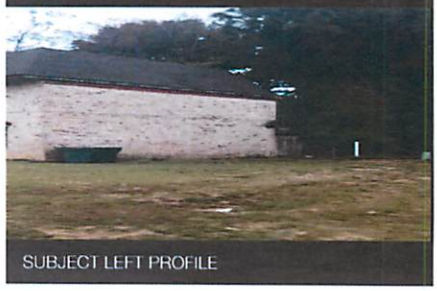
PHOTOGRAPHS OF THE SUBJECT PROPERTY

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
120 Diego Cir	Pensacola	FL	32505



SUBJECT FRONT


SUBJECT RIGHT PROFILE


SUBJECT LEFT PROFILE


STREET SCENE (LEFT)


STREET SCENE (RIGHT)


SUBJECT ADDRESS

Inspection

Property Characteristics

Property Use	Vacant Land
Occupancy Status	Vacant Unsecured
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	N/A
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Other
Siding Condition	Fair
Roof Type	Other
Roof Condition	Fair

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	Yes
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	No	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	
This Fee Includes:			

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

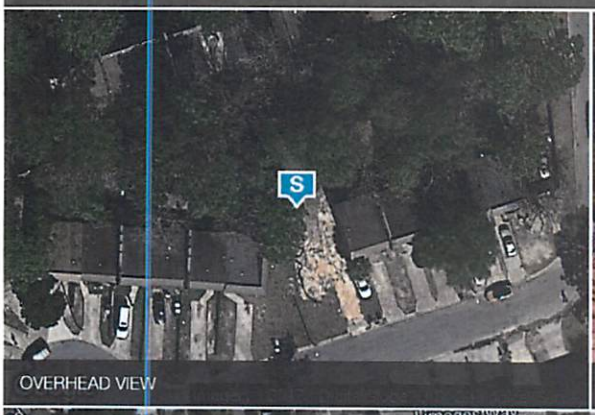
The Subject property is a vacant lot in similar condition to the surrounding properties. The site is relatively clear, with little or no debris from a previous structure. Upon visual inspection of the property using county maps, markers and coordinates, it is our opinion that this is currently a vacant lot.

Name/License

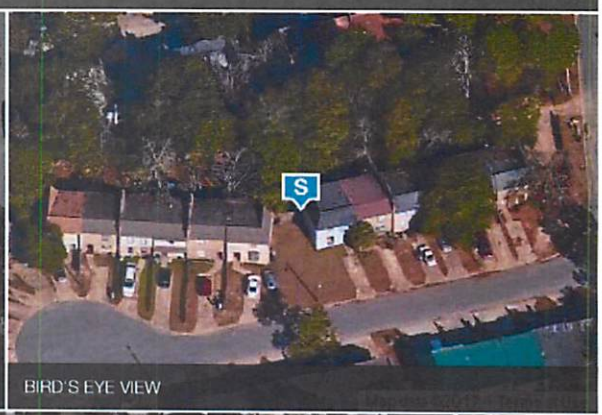
Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	12/07/2017

NOT AVAILABLE

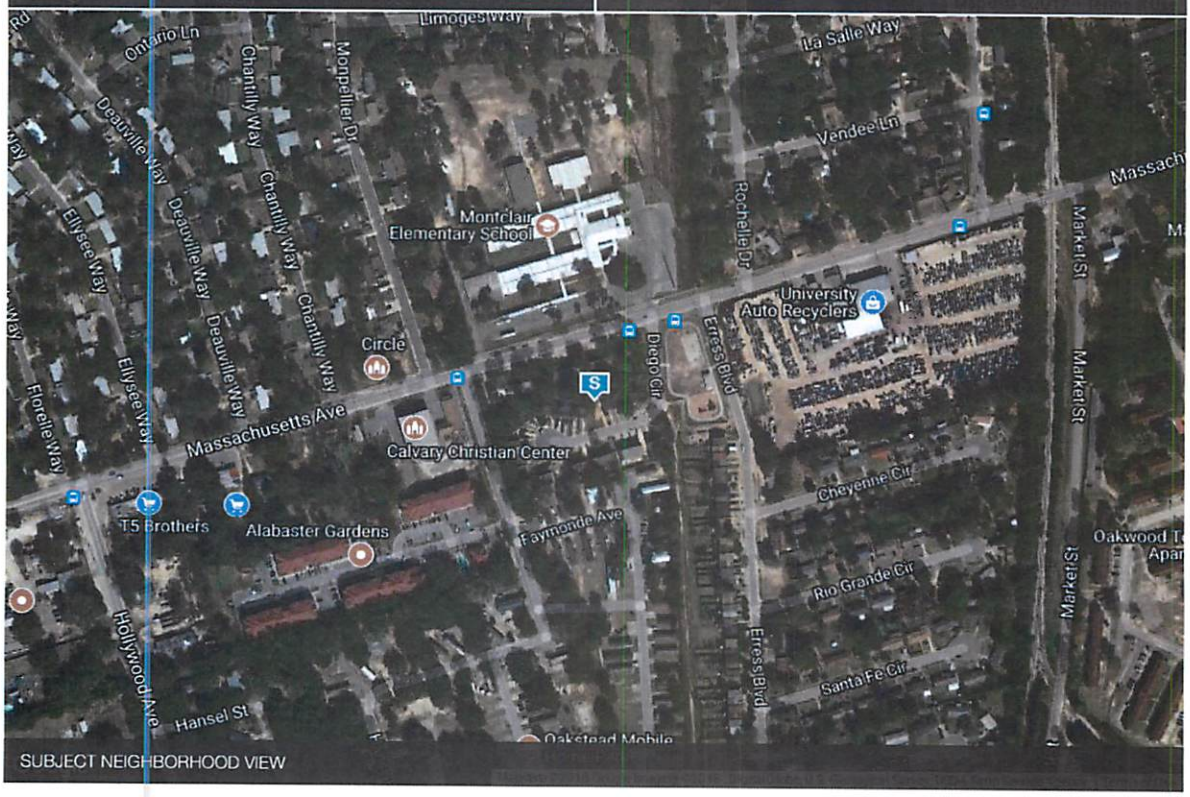
STREET VIEW



OVERHEAD VIEW



BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-13

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

FR 24.510 & 24 CFR, Part 24, Appendix A

Back

Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance Address
	19-241	120544282	07383	302N313000007006	Apr 1 2019		**$1,774.06	BEG AT NW COR OF SW 1/4 S ALG W LI 1742 FT N 89 DEG 43 MIN 37 SEC E 300 FT FOR POB CONT 304 95/100 FT S 49 DEG 17 MIN 37 SEC W 155 94/100 FT S 74 DEG 12 MIN 22 SEC W 194 06/100 FT N 0 DEG E 153 06/100 FT TO POB OR 4188 P 1719	2847 LAWSON LN 32533
	19-242	122009000	07679	375N311000001065	Apr 1 2019		**$2,101.60	BEG ON N LI OF BLK 65 AT INTER OF PALAFOX HWY & JOHNSON ST S PARALLEL WITH HWY 107 YDS W PARALLEL WITH JOHNSON ST 325 YDS N 107 YDS E PARALLEL WITH JOHNSON ST 286 1/2 YDS TO POB PART OF BLK 65 BLUFF SPRINGS DB 135 P 185 LESS OR 1750 P 30 U S HWY 95 R/W	4900 BLK N CENTURY BLVD 32535
	19-243	130395000	08618	000S009001002209	Apr 1 2019		**$1,501.11	E 12 FT OF W 13 35/100 FT OF N 52 FT OF LT 210 BLK 23 OLD CITY TRACT OR 1292/1499 P 145/42 CA 74	331 E ROMANA ST 32502
	19-244	070544405	03829	342S300295028003	Apr 1 2019		**$2,313.73	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159	3822 FRONTERA CIR 32505
	19-245	052200148	02480	092S300550000024	Apr 1 2019		**$4,009.98	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	120 DIEGO CIR 32505
	19-246	052200186	02493	092S300550000043	Apr 1 2019		**$2,047.00	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101	139 DIEGO CIR 32505
	19-247	052200208	02499	092S300550000054	Apr 1 2019		**$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**$3,781.70	UNIT 30 BEG AT NE COR OF LT 11	4203

https://escambia.taxsys.net/tcb/app/re/accounts



Account History 05-2200-186

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	$88.87	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$103.55	View
2015	Acct: Unpaid Cert: Surrendered Deed: Certified	$106.77	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$434.10	View
2013	Acct: Unpaid Cert: Issued Deed: Certified	$199.96	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$212.64	View
2011	Acct: Unpaid Cert: Surrendered Deed: Certified	$215.69	View
2010	Acct: Paid-in-full Cert: Expired		View
2009	Acct: Paid-in-full Cert: Expired		View
2008	Acct: Paid-in-full Cert: Expired		View
	Deed Redemption Total: (2011-2017)	$1,361.58	
	Total Due:	$1,361.58	

View a different due date

Tax Deed Application

Application #:	1800583
Bidder #:	99
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/12/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$1,361.58 as of 09/18/2018 $1,361.58 through 09/28/2018 $1,381.35 through 10/31/2018 $1,401.11 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2014 | All Other Years

No notes recorded

Expand Notes

Account Summary

Roll/Tax:	2014 / 2014
Account:	05-2200-186
Alt. Key:	44163
Certified Roll Owner(s):	JOYNER CONNIE 4872 ANDREA LN PACE, FL 32571
Situs:	139 DIEGO CIR
Flags:	Tax Deed Application
Custom Flags:	Returned Mail

Search Deed Search

05-2200-186 -- Any --

Tax Yr	Account Number	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address	
2014	05-2200-186	44163	Certified	COUNTY OF ESCAMBIA C/O TAX COLLECTOR	139 DIEGO CIR 0	P O BOX 1312 PENSACOLA, FL 32591	View

Search results as of less than a minute ago

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Current Version: September 2018
Escambia County Website

139 Diego Cir

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800683

Date of Tax Deed Application
Sep 12, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 2493**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **05-2200-186**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
JOYNER CONNIE
4872 ANDREA LN
PACE, FL 32571
LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/2493	05-2200-186	06/01/2015	95.53	57.32	152.85
2018/2251	05-2200-186	06/01/2018	77.94	4.68	82.62
2016/2207	05-2200-186	06/01/2016	70.79	29.73	100.52
2012/2956	05-2200-186	06/01/2012	97.87	111.57	209.44

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/2192	05-2200-186	06/01/2017	78.47	0	18.83	97.30
2014/2337	05-2200-186	06/01/2014	118.84	0	74.87	193.71
2013/2726	05-2200-186	06/01/2013	105.30	0	101.09	206.39

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,042.83
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	1,317.83
Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75
19. Total Amount to Redeem	

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: April 1, 2019

By Jenny Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

05-2200-186 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1800683

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-2200-186	2015/2493	06-01-2015	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-12-2018
Application Date

Applicant's signature

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	092S300550000043
Account:	052200186
Owners:	JOYNER CONNIE
Mail:	4872 ANDREA LN PACE, FL 32571
Situs:	139 DIEGO CIR 32505
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lursford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$2,000	$0	$2,000	$2,000
2017	$2,000	$0	$2,000	$2,000
2016	$2,000	$0	$2,000	$2,000

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/2006	5846	1101	$3,000	WD	View Instr
12/2000	4645	1258	$16,200	WD	View Instr
01/1989	2701	546	$100	QC	View Instr
08/1984	1949	512	$31,300	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101

Extra Features

None

Parcel Information

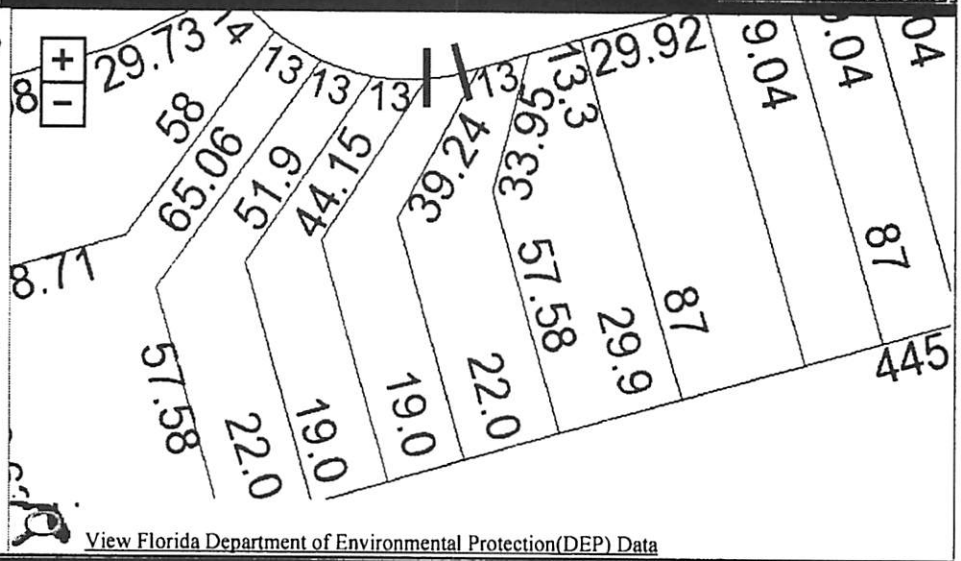
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0439

Zoned:
HDMU

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.

19-246

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14948 January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-03-1999, through 01-03-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Connie Joyner

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____ January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14948

January 4, 2019

Lot 43, Valencia Arms, as per plat thereof, recorded in Plat Book 7, Page 99, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14948 January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Lien filed by Escambia County in O.R. Book 5992, page 1785, amended in O.R. Book 6304, page 439, and O.R. Book 6386, page 33.

2. Taxes for the year 2012-2017 delinquent. The assessed value is $2,000.00. Tax ID 05-2200-186.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 05-2200-186

CERTIFICATE NO.: 2015-2493

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
X	___	Notify Escambia County, 221 Palafox Place, 4th Floor/ 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

Connie Joyner
4872 Andrea Lane
Pace, FL 32571
and
4689 Pine Lane
Pace, FL 32571

Property address:
139 Diego Circle
Pensacola, FL 32505

Escambia County
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Tax Certificate Holders:
RUC, LLC
P.O. Box 1067
Starkville, MS 39760

Takia Latreise Berry
4506 Doverbrook Dr.
Champaighn, IL 61822

Gan Qing
Zhen Wang
228 Montevideo Circle
Fremont, CA 94539

Certified and delivered to Escambia County Tax Collector, this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 02/24/2006 at 10:07 AM OR Book 5846 Page 1101, Instrument #2006018842, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $21.00

Prepared by:
Kay Isehower, an employee of
Locklin & Jones, P.A.
6460 Justice Avenue
Milton, FL 32570
(850) 623-2500
File No.: 06-0144

WARRANTY DEED

This indenture made on A.D. 2/20/2006, by
Allen L Janssen and Brenda Janssen, husband and wife whose address is: 7895 Hestia Pl, Pensacola, FL 32506 hereinafter called the "grantor", to
Connie Joyner,, whose address is: 4872 Andrea Lane, Pace, FL 32571
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, FL, to-wit:

Lot 43 , Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof, as recorded in Plat Book 7, Page(s) 99, inclusive, of the Public Records of Escambia County, Florida.
Parcel Identification Number: 09-2S-30-0550-000-043

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2006.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Allen L Janssen

Brenda Janssen

Signed in the presence of the following (2) witnesses:

1. Witness Signature

1. Witness Print Name: Pam Joyner

2. Witness Signature

2. Witness Print Name: D R Wilson

State of Florida
County of Escambia

Sworn To, Subscribed and Acknowledged before me on 2/20/2006 by Allen L Janssen and Brenda Janssen who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public
Notary Print Name
My Commission Expires: _____

SEAL

DENNIS R. WILSON
MY COMMISSION # DD 221774
EXPIRES: JUNE 10, 2007
Bonded Thru Notary Public Underwriters

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V required this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name:
Legal Address of Property: **139 Diego Circle**

The County **(X) has accepted** ( ) has not accepted the above abutting roadway for maintenance at the above address.

This form completed by: **Escambia County Road Department**
601 Hwy 297A
Cantonment, Florida 32533

AS TO SELLER (S)

X Allen Janssen
Seller's Name: Allen Janssen Witness' Name: Dennis R Wilson

X Brenda Janssen
Seller's Name: Brenda Janssen Witness' Name Robin Marshall

AS TO BUYER(S)

X Connie Joyner
Buyer's Name: Connie Joyner Witness' Name: Dennis R Wilson

Robin Marshall

Buyer's Name:_____ Witness' Name: Robin Marshall

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective 4/5/95

Recorded in Public Records 09/15/2006 at 03:53 PM OR Book 5992 Page 1785, Instrument #2006093932, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 09/15/2006 at 03:23 PM OR Book 5992 Page 1613, Instrument #2006093844, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-12-0854
Location: 139 Diego Circle
PR# 092S30-055-000-043

Connie Joyner
4872 Andrea Lane
Pace, FL 32571

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, _____ as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances ~~§~~ 30-203(c) and Land Development Code 7.07.06(c).

has occurred and continues.

Recorded in Public Records 03/25/2008 at 09:08 AM OR Book 6304 Page 439, Instrument #2008022425, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No: CE 05-12-0854
Location: 139 Diego Circle
PR# 092S30-0550-000-043

Connie Joyner
4689 Pine Lane
Pace, Florida 32571

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of September 12, 2006, and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances Sec. 30-203 (c) & LDC 7.07.06 (C).

Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated September 12, 2006.

Itemized	Cost
a. Fines (9/22/2006 – 12/1/2007 = 69 days X $100.00 per day)	$ 6, 900.00
b. Court Costs	$ 1, 100.00
c. County Abatement Fees	$ 22, 377.00
Total:	$ 30, 377.00

DONE AND ORDERED at Escambia County, Florida on this 18th day of March, 2008.

G. Lewis Smith
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 10/10/2008 at 01:55 PM OR Book 6386 Page 33, Instrument #2008076759, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 05-12-0854
Location: 139 Diego Circle
PR# 092S30-0550-000-043

Connie Joyner
4689 Pine Lane
Pace, Florida 32571

AMENDED ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of September 12, 2006; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (c) & LDC (c), Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated September 12, 2006.

Itemized	Cost
a. Fines (09/23/2006-12/01/2007 @ $100.00 per day)	$ 43,400.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$22,377.00
Total:	$ 66,877.00

DONE AND ORDERED at Escambia County, Florida on this 7th day of October 2008.

L. Lamar Smith
Special Magistrate
Office of Environmental Enforcement

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER: 092S300550000043

REFERENCE ID:

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
139 Diego Cir	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

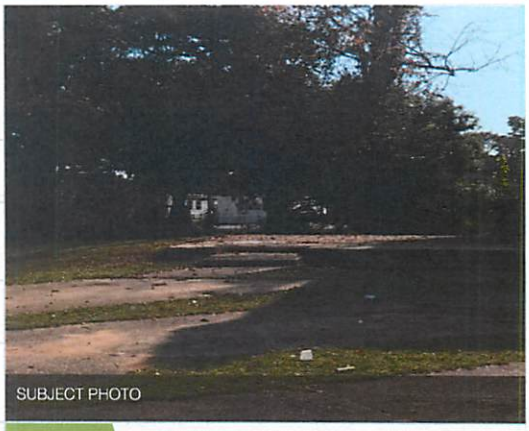
BORROWER: JOYNER CONNIE	CLIENT: Escambia County: Community Redevelopment Agency 221 Palafox Place Suite 305 Pensacola, FL 32502
OWNER OF PUBLIC RECORD: JOYNER,CONNIE	
CURRENT USE: Vacant Land	PROJECTED USE: Townhome
REAL PROPERTY INTEREST VALUED: FEESIMPLE	PRESENTLY HIGHEST AND BEST USE?: ☑ Yes
ZONING CONFORMANCE: Yes	ASSESOR'S PARCEL NUMBER: 092S300550000043

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
0	0 sf	-1	0.00

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	1,912 sf	Similar

BASEMENT:	ARCHITECTURAL STYLE:
No	Townhouse

OCCUPANCY STATUS:	IS SUBJECT LISTED?:
Vacant Unsecured	No


SUBJECT PHOTO

$ OPINION OF MARKET VALUE: (SEE EXTRAORDINARY ASSUMPTIONS)
2,500

EFFECTIVE DATE:	ESTIMATED EXPOSURE TIME:
12/01/2017	12 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see page 5)

Subject Condition: POOR | FAIR | ✓ AVERAGE | GOOD | EXCELLENT

As Compared to Neighborhood: INFERIOR | ✓ SIMILAR | SUPERIOR

Market Conditions

LOCATION:	GROWTH RATE:	PROPERTY VALUES:	DEMAND/SUPPLY:	MARKETING TIME:
Suburban	Slow	Stable	In Balance	> 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$0	$2,000	2017

Value Reconciliation

The Direct Sales Comparison Approach was utilized exclusively within this report. The comparable sales bracket the subject well with consideration to the limited amount of vacant sales for this area.

Legal Description
LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Sales #2 & #3 are listed as superior because of the location and lot size. The neighborhood is limited with vacant land sales and undeveloped properties are scarce for this area.

Was it necessary to use distant comparables or older sales?
No

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

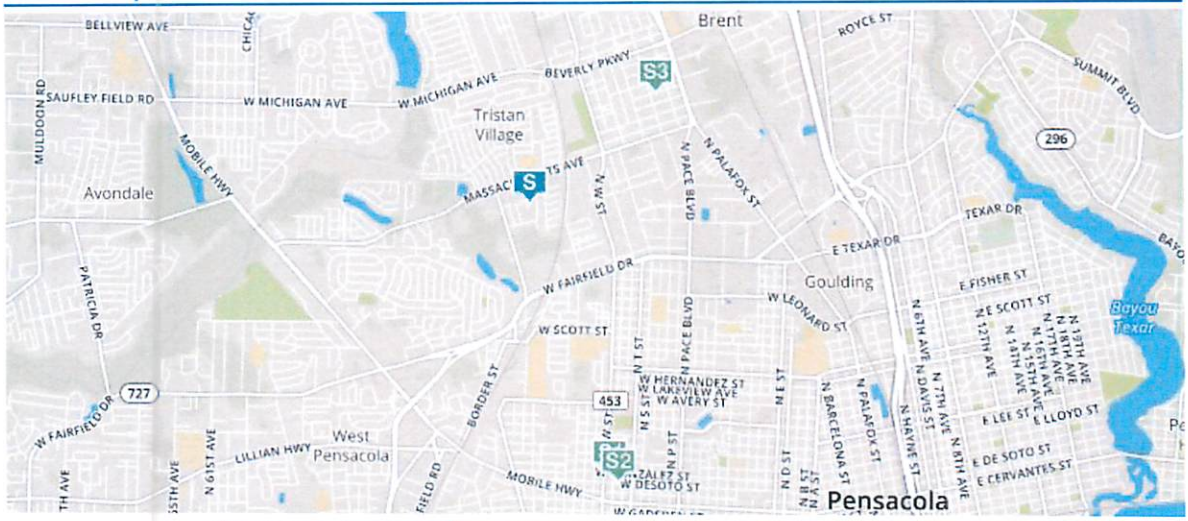
Did you reconcile towards one end of the range because of market conditions?
No

Market Conditions:
This market segment extends over several blocks and is primarily comprised moderately priced housing and developments with a wide range of pride of ownership. The community is bordered by Massachusetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the West, and N W Street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community. The subject development consists of homes of similar design and ages that also include a section of single family detached residences that were built from 1971-1980 and range in sizes from 1000-1900 square feet. The surrounding neighborhood is characterized by modest single family homes, residential attached and mobile homes. Properties range from poor to average condition. Shopping, schools, employment centers, medical facilities and recreational opportunities are located within close proximity. Commercial uses are concentrated along Massachusetts, "W" Street & Michigan Highway.

Supply and demand levels are balanced for this market and values are stable.

The current market is considered to be a buyers' market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. Within recent months, available properties on the market has declined slightly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices. The fall and winter are also historically the slowest part of the year for the local market.

Selected Comparables



	Subject		Sold Comparables ($2,500 - $8,200)					
Address	S 139 Diego Cir Pensacola, FL 32505		S1 2815 W Lloyd St Pensacola, FL 32505		S2 2705 West Brainerd Street Pensacola, FL 32505		S3 110 Rosalyn Way Pensacola, FL 32505	
Proximity		N/A		1.925 mi		2 mi		1.168 mi
Sale Price / Sale Date	N/A	N/A	$2,500	08/14/2017	$8,000	05/11/2017	$8,200	01/24/2017
REO/Short Sale		No		No		No		No
Location		N; Res		N; Res		N; Res		N; Res
Site Size (ac)		0.044 ac		0.151 ac		0.174 ac		0.180 ac
View		N; Res		N; Res		N; Res		N; Res
Year Built		0		0		0		0
Quality / Condition	Q5	C4	Q5	C4	Q5	C4	Q5	C4
Gross Living Area (sf)		0		0		0		0
Bed / Bath	-1	0.0		0.0		0.0		0.0
Below Grade		None		None		None		None
Parking		1dw		1dw		1dw		1dw
Other								
As Compared to Subject		N/A		SIMILAR		SUPERIOR		SUPERIOR

	Subject		Listed Comparables ($0 - $0)
Address	S 139 Diego Cir Pensacola, FL 32505		
Proximity		N/A	
Contr. Amount / Contr. Date	N/A	N/A	
List Price / Total DOM	N/A	N/A	
REO/Short Sale		No	
Location		N; Res	
Site Size (ac)		0.044 ac	
View		N; Res	
Year Built		0	
Quality / Condition	Q5	C4	
Gross Living Area (sf)		0	
Bed / Bath	-1	0.0	
Below Grade		None	
Parking		1dw	
Other			
As Compared to Subject		N/A	

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

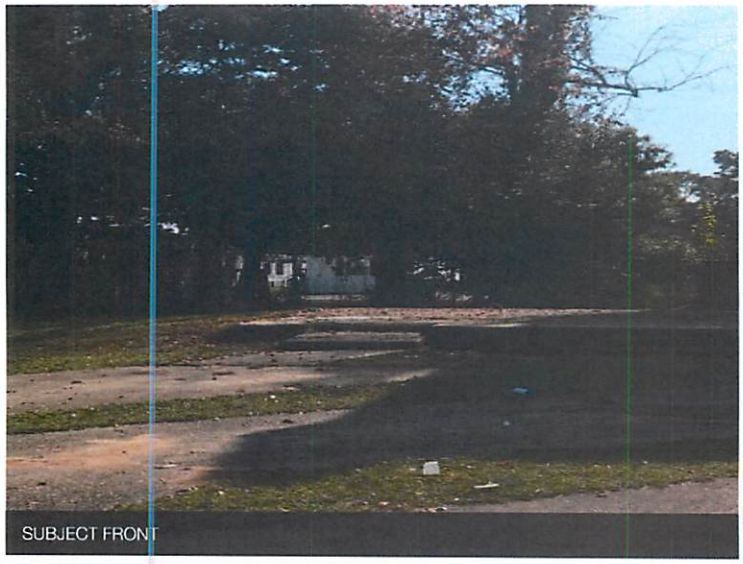
APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS: SRA MAI	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?: No	
		COMPANY NAME: G. Daniel Green & Associates	COMPANY ADDRESS: 103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME: G Daniel Green	DATE OF SIGNATURE: 12/01/2017	LICENSE STATE: FL	LICENSE/CERTIFICATION NO: Rz836	EXPIRATION DATE: 11/30/2018

PHOTOGRAPHS OF THE SUBJECT PROPERTY

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
139 Diego Cir	Pensacola	FL	32505



SUBJECT FRONT



SUBJECT LEFT PROFILE



SUBJECT RIGHT PROFILE



STREET SCENE (LEFT)



STREET SCENE (RIGHT)



SUBJECT ADDRESS

Inspection

Property Characteristics

Property Use	Vacant Land
Occupancy Status	Vacant Unsecured
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	Vacant Land
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Other
Siding Condition	GOOD
Roof Type	Other
Roof Condition	GOOD

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	No
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	Yes	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	
This Fee Includes:			

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

The Subject property is a vacant lot in similar condition to the surrounding properties. The site has concrete pad from a previous unit as well concrete step and driveway from previous improvements. There is a vacant lot to the left of the subject, and an improved interior unit to the right.. Upon visual inspection of the property using county maps, markers and coordinates, it is our opinion that this is currently a vacant lot.

Name/License

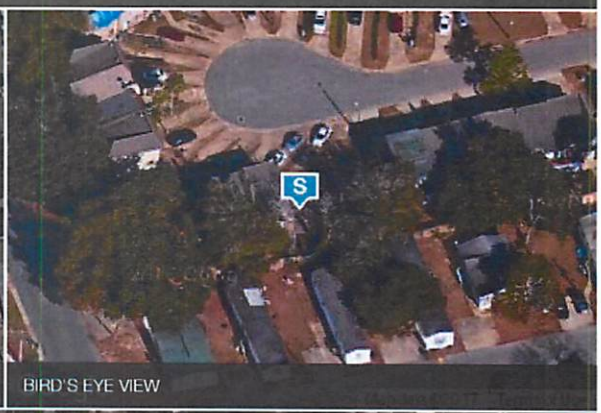
Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	12/01/2017

NOT AVAILABLE

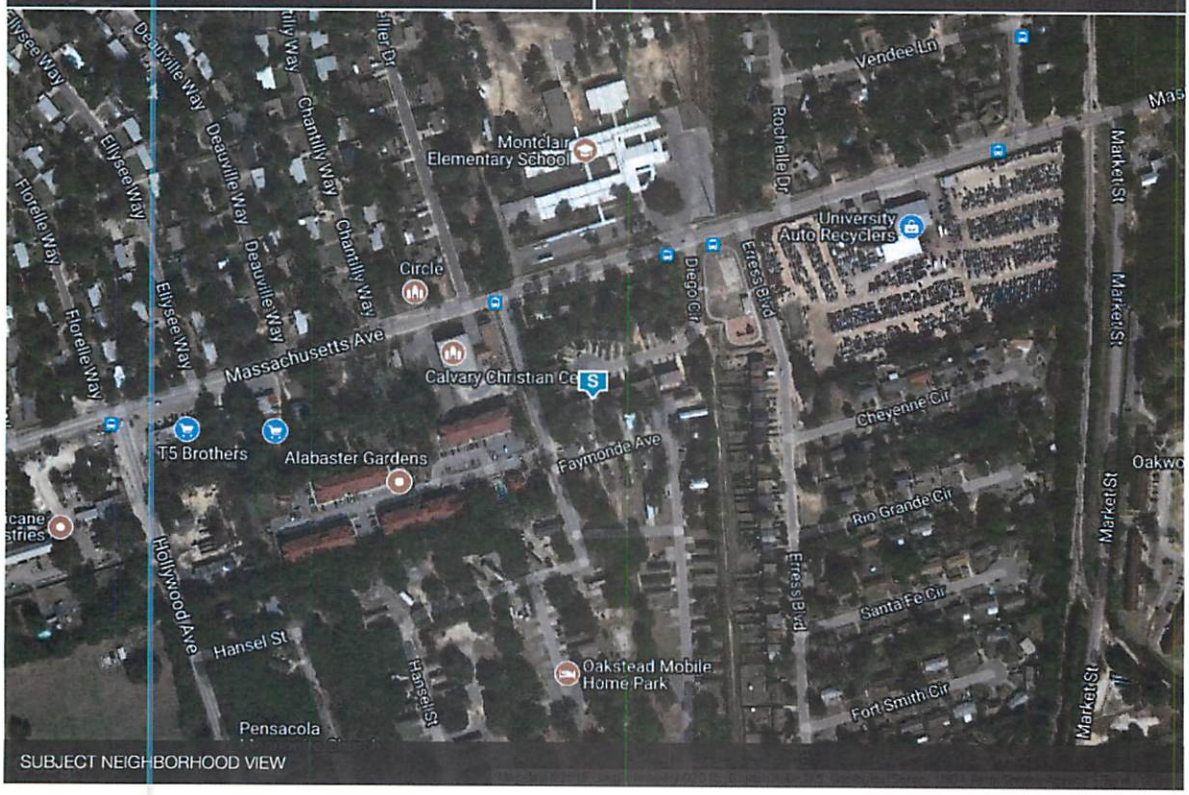
STREET VIEW



OVERHEAD VIEW



BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-13

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

FR 24.510 & 24 CFR, Part 24, Appendix A

		052631233			2019		THENCE ALG E LI OF SD LT S 8 DEG 12 MIN 00 SEC E 8 07/100 FT FOR POB THENCE CONT ALG SD LI S 8 DEG 12 MIN 00 SEC E 30 84/100 FT THENCE S 82 DEG 00 MIN 15 SEC W 165 FT TO W LI OF SD LT 11 THENCE ALG SD W LI N 8 DEG 12 MIN 00 SEC W 29 46/100 FT THEN N 81 DEG 31 MIN 32 SEC E 165 FT TO POB PART OF LT 11 BLK H WESTERNMARK S/D PB 7 P 81 OR 6685 P 1384	ERRESS BLVD 32505
	19-249	**052200180**	02204	092S300550000040	Apr 1 2019	**$2,063.20	LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234	151 DIEGO CIR 32505
	19-250	**151884500**	09573	000S009065090003	Apr 1 2019	**$1,754.36	LT 9 BLK 3 RENZ ANNA VILLA PB 1 P 85 OR 3700 P 374 CA 126	17 BOLAND PL 32505

**Base Bid may not reflect Clerk's fees and Current Year Taxes until several weeks prior to sale. Count=10

https://escambia.taxsys.net/tcb/app/re/accounts



Account History 05-2200-180

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	$88.97	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	$103.55	View
2015	Acct: Unpaid Cert: Surrendered Deed: Certified	$381.77	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	$159.10	View
2013	Acct: Unpaid Cert: Issued Deed: Certified	$199.96	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	$212.64	View
2011	Acct: Unpaid Cert: Surrendered Deed: Certified	$215.69	View
2010	Acct: Paid-in-full Cert: Expired		View
2009	Acct: Paid-in-full Cert: Expired		View
2008	Acct: Paid-in-full Cert: Expired		View
	Deed Redemption Total: (2011-2017)	$1,361.58	
	Total Due:	$1,361.58	

View a different due date

Account Summary

Roll/Tax:	2015 / 2015
Account:	05-2200-180
Alt. Key:	44178
Certified Roll Owner(s):	STOKES CLYDE 100 E 36TH ST PENSACOLA, FL 32503
Situs:	151 DIEGO CIR
Flags:	Tax Deed Application

Tax Deed Application

Application #:	1800686
Bidder #:	89
Applicant:	COUNTY OF ESCAMBIA C/O TAX COLLECTOR P O BOX 1312 PENSACOLA, FL 32591
Title Examination Company:	Southern Guaranty Title
Application Date:	09/12/2018
Certification Date:	09/13/2018
Sale Date:	04/01/2019
Status:	Certified
Redemption Amounts:	$1,361.58 as of 09/18/2018 $1,361.58 through 09/28/2018 $1,381.35 through 10/31/2018 $1,401.11 through 11/30/2018
Last Certified By:	Jenny Cassidy

Notes (0)

All But System notes | All notes | Call notes | General notes | Public notes | Reminder notes | System notes

Filter: 2015 | All Other Years

No notes recorded

Expand Notes

Search Deed Search

05-2200-180 -- Any --

Tax Yr	Account Number	Alternate Key	Deed Status	Applicant	Situs Address	Applicant Address	
2015	05-2200-180	44178	Certified	COUNTY OF ESCAMBIA C/O TAX COLLECTOR	151 DIEGO CIR	P O BOX 1312 PENSACOLA, FL 32591 0	View

Search results as of 7 minutes ago

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Current Version: September 2018
Escambia County Website

151 Diego Cir

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1800686

Date of Tax Deed Application
Sep 12, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2016 / 2204**, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **05-2200-180**

Cert Holder:
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

Property Owner:
STOKES CLYDE
100 E 36TH ST
PENSACOLA, FL 32503
LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2016/2204	05-2200-180	06/01/2016	70.79	29.73	100.52
2018/2248	05-2200-180	06/01/2018	77.94	4.68	82.62
2015/2490	05-2200-180	06/01/2015	95.53	57.32	152.85
2012/2955	05-2200-180	06/01/2012	97.87	111.57	209.44

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/2189	05-2200-180	06/01/2017	78.47	0	18.83	97.30
2014/2334	05-2200-180	06/01/2014	118.84	0	74.87	193.71
2013/2723	05-2200-180	06/01/2013	105.30	0	101.09	206.39

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,042.83
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	75.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	1,317.83
Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Stututory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	43.75
19. Total Amount to Redeem	

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: April 1, 2019 By Jenny Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
05-2200-180 2016

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/18

Application Number: 1800686

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-2200-180	2016/2204	06-01-2016	LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-12-2018
Application Date

Applicant's signature

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	092S300550000040
Account:	052200180
Owners:	STOKES CLYDE
Mail:	100 E 36TH ST PENSACOLA, FL 32503
Situs:	151 DIEGO CIR 32505
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*
2018	$2,000	$0	$2,000	$2,000
2017	$2,000	$0	$2,000	$2,000
2016	$2,000	$0	$2,000	$2,000

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/04/2007	6212	1234	$900	WD	View Instr
08/1999	4451	1844	$5,600	WD	View Instr
06/1997	4349	1862	$100	WD	View Instr
05/1997	4134	1311	$100	CT	View Instr
01/1995	3714	444	$16,900	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234

Extra Features

None

Parcel Information

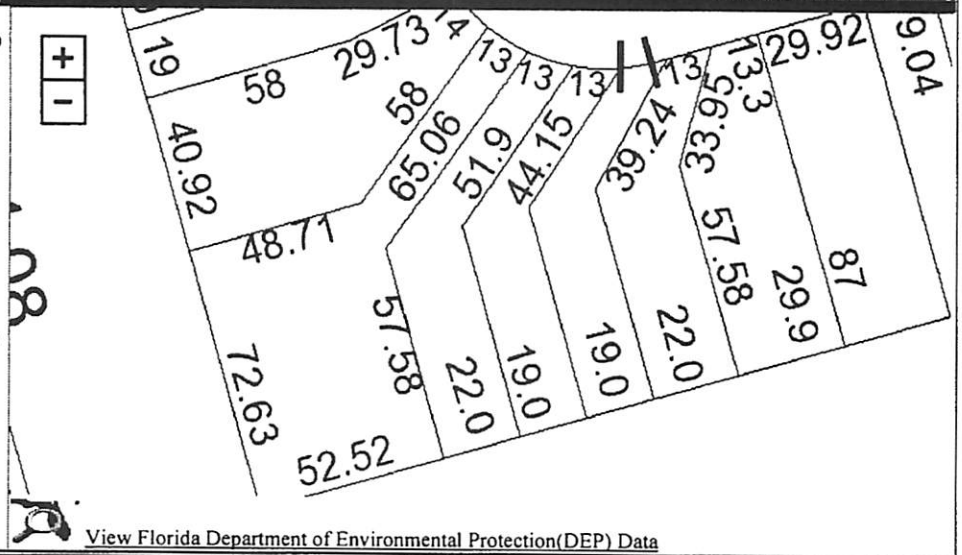
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0475

Zoned:
HDMU

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.

19-249

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14947 January 4, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-03-1999, through 01-03-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Clyde Stokes

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____ January 4, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 14947 January 4, 2019

Lot 40, Valencia Arms, as per plat thereof, recorded in Plat Book 7, Page 99, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 14947 January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Code Enforcement Lien filed by Escambia County in O.R. Book 7439, page 1573.

2. Judgment filed by State of Florida/Escambia County in O.R. Book 6692, page 624, and O.R. Book 7657, page 1036.

3. Certificate of Delinquency filed by Freda Snowden in O.R. Book 6727, page 1820.

4. Taxes for the year 2012-2017 delinquent. The assessed value is $2,000.00. Tax ID 05-2200-180.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 05-2200-180

CERTIFICATE NO.: 2016-2204

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
X	___	Notify State of Florida/ 221 Palafox Place, 4th Floor/ Escambia County, 190 Governmental Center, 32502
___	X	Homestead for ____ tax year.

Clyde Stokes
100 E. 36th St.
Pensacola, FL 32503
and
1902 North S St.
Pensacola, FL 32505

Property address:
151 Diego Circle
Pensacola, FL 32505

Escambia County
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Freda Snowden
c/o Clerk of Court
1800 St. Mary Ave.
Pensacola, FL 32501

Tax Certificate Holders:
RUC, LLC
P.O. Box 1067
Starkville, MS 39760

Takia Latreise Berry
4506 Doverbrook Dr.
Champaign, IL 61822

Gan Qing
Zhen Wang
228 Montevideo Circle
Fremont, CA 94539

Certified and delivered to Escambia County Tax Collector, this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 09/05/2007 at 04:40 PM OR Book 6212 Page 1234, Instrument #2007085417, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $6.30

Prepared By:
James C. Taylor of
Taylor & Van Matre, P.A.
4309 Bayou Blvd., Suite #16
Pensacola, Florida 32503
File Number: TVM07-344

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated **September 04, 2007**
by
AN THI NGO
whose post office address is:
3233 Notre Dame Drive, Gulf Breeze, Florida 32561
hereinafter called the GRANTOR, to
CLYDE STOKES
whose post office address is:
1410 N. Hayne Street, Pensacola, Fl. 32501
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

Lot 40, Valencia Arms Subdivision, Escambia County, Florida, Section 9, Township 2 South, Range 30 West, according to plat recorded in Plat Book 7, Page 99, of the Public Records of said County.

The above described property is not the homestead property of the grantor.

Parcel ID Number: 092S30-0550-000-040

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in our presence:

Yvonne Boudreaux
Witness Printed Name YVONNE BOUDREAUX

Luverta M Price
Witness Printed Name LUVERTA M PRICE

Anthingo (Seal)
AN THI NGO

_____ (Seal)

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **September 04, 2007** by:**AN THI NGO** who is personally known to me or who has produced Drivers License as identification.

Luverta M Price
NOTARY PUBLIC
My Commission Expires:

Notary Public-State of Florida
LUVERTA M. PRICE
My Commission # DD536786
My Commission Expires: June 27,2010

RESIDENTIAL SALES

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: Diego Circle

LEGAL ADDRESS OF PROPERTY:
151 Diego Circle, Pensacola, Florida

THE COUNTY XX HAS ACCEPTED ____ HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

This form completed by: TVM07-344
Taylor & Van Matre, P.A.
4300 Bayou Boulevard ,Suite 16
Pensacola , Florida

AS TO SELLER(S):

Yvonne Bourdre — Witness
Lunetta M Price — Witness

An Thi Ngo
AN THI NGO — Seller
_____ — Seller

AS TO BUYER(S):

Yvonne Bourdre — Witness
Lunetta M Price — Witness

Clyde Stokes
CLYDE STOKES — Buyer
_____ — Buyer

Recorded in Public Records 02/23/2011 at 04:51 PM OR Book 6692 Page 624, Instrument #2011012059, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2010 CF 000760 A
DIVISION: F

FILED & RECORDED IN PUBLIC RECORDS
2011 FEB 22 P 2:52
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

DEFENDANT: CLYDE STOKES JR
100 E 36TH STREET
PENSACOLA FL 32503

DATE OF BIRTH: 12/04/1964

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On June 21, 2010, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of $807.00 which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (6%) until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 21st day of February, 2011.

CIRCUIT JUDGE

cc: ASSISTANT STATE ATTORNEY
cc: DEFENDANT

Case: 2010 CF 000760 A
00029973472
Dkt: CERTLIEN Pg#:

"CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: 10-23-11

CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

Recorded in Public Records 1/25/2017 12:22 PM OR Book 7657 Page 1036, Instrument #201 7005643, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 51390189 E-Filed 01/19/2017 04:04:50 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2016 CF 004011 A

CLYDE STOKES JR
1902 N S ST
PENSACOLA, FL 32505

DIVISION: C
DATE OF BIRTH: 12/04/1964

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **DECEMBER 9, 2016**, an order assessing fines, costs, and additional charges was entered against the Defendant, **CLYDE STOKES JR.** Defendant has failed to make payment in full in accordance with this order. **Therefore,**

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **$668.00**, which shall bear interest at the rate prescribed by law, **4.91%**, until satisfied.

It is **FURTHER ORDERED AND ADJUDGED** that a lien is hereby created against all currently owned and after acquired property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida.

eSigned by CIRCUIT COURT JUDGE THOMAS DANNHEISSER in Automatic Signature on 01/10/2017 12:10:05 1lt4wJJqg

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Kimberly D Shipman D.C.
DATE: 1-25-17

(CFCTMMFNLCHRGS2 #24984)

Recorded in Public Records 11/23/2015 at 12:56 PM OR Book 7439 Page 1573, Instrument #2015089085, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 11/23/2015 at 12:37 PM OR Book 7439 Page 1483, Instrument #2015089060, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#15-07-02889
LOCATION: 151 Diego Cir
PR# 092S300550000040

Stokes, Clyde
100 E 36th Street
Pensacola, FL 32503
RESPONDENT

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Whitney Coppage D.C.
DATE: 11-23-15

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [x] 42-196 (a) Nuisance Conditions
- [x] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____

_____

BK: 7439 PG: 1484

☐ 42-196 (d) Overgrowth

☑ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☑ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that RESPONDENT shall have until December 11th 2015 to correct the violation and to bring the violation into compliance.

BK: 7439 PG: 1485

Corrective action shall include:

- ☑ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☑ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 7439 PG: 1486

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing December 18th, 2015. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.** .

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

Recorded in Public Records 06/06/2011 at 10:05 AM OR Book 6727 Page 1820, Instrument #2011037848, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF FLORIDA
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, CIVIL ACTION

CASE NO.: 99-0001866-CJ JD/DIV: EPN1
UCN: 17 1999 DR 001866 CJXX JV

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

2011 JUN -6 A 9:38

DOMESTIC RELATIONS
FILED & RECORDED

SNOWDEN, FREDA
** CONFIDENTIAL ADDRESS **
****
Petitioner.

vs.

STOKES, CLYDE JR
257 E LEE STREET
PENSACOLA, FL 32503
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County, certifies that STOKES, CLYDE JR has failed to pay into the depository the court-ordered support payment mandated by the current Support Order in this cause. As of this date, the total support arrearage is $6,400.00 balance at terms, not including any costs or fees. Statutory interest automatically accrues on all past due support pursuant to F.S.55.03.

I further certify that STOKES, CLYDE JR was issued a Notice of Delinquency on 04/14/2010, and 30 or more days have elapsed since the referenced delinquent payment was due. Pursuant to F.S. 61.14 this Certificate is a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated June 6, 2011.

ESCAMBIA CTY CLERK OF CIRCUIT CT, ERNIE LEE MAGAHA

By: _____ Deputy Clerk

CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Case: 1999 DR 101866 JV
00068910077
Dkt: DJ2177IV Pg#:

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER: 092S300550000040

REFERENCE ID:

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
151 Diego Cir	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

BORROWER: STOKES CLYDE

OWNER OF PUBLIC RECORD: STOKES,CLYDE

CLIENT: Escambia County: Community Redevelopment Agency
221 Palafox Place Suite 305
Pensacola, FL 32502

CURRENT USE: Vacant Land

PROJECTED USE: Vacant Land

REAL PROPERTY INTEREST VALUED: FEESIMPLE

PRESENTLY HIGHEST AND BEST USE?: ☑ Yes

ZONING CONFORMANCE: Yes

ASSESOR'S PARCEL NUMBER: 092S300550000040

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
0	0 sf	-1	0.00

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	2,069 sf	Similar

BASEMENT: No

ARCHITECTURAL STYLE: Townhouse

OCCUPANCY STATUS: Vacant Unsecured

IS SUBJECT LISTED?: No



IMG_9218 Diego Cir

SUBJECT PHOTO

OPINION OF MARKET VALUE:
(SEE EXTRAORDINARY ASSUMPTIONS)

$ 2,500

EFFECTIVE DATE: 12/01/2017

ESTIMATED EXPOSURE TIME: +6 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see page 5)

Subject Condition: POOR | FAIR | ✓ AVERAGE | GOOD | EXCELLENT

As Compared to Neighborhood: INFERIOR | ✓ SIMILAR | SUPERIOR

Market Conditions

LOCATION: Suburban

GROWTH RATE: Slow

PROPERTY VALUES: Stable

DEMAND/SUPPLY: In Balance

MARKETING TIME: > 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$0	$2,000	2017

Value Reconciliation

The Direct Sales Comparison Approach was utilized exclusively within this report. The comparable sales bracket the subject well with consideration to the limited amount of vacant sales for this area.

Legal Description:
LT 40 VALENCIA ARMS PB 7 P 99 OR 6212 P 1234

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Sales #2 & #3 are listed as superior because of the location and lot size. The neighborhood is limited with vacant land sales and undeveloped properties are scarce for this area.

Was it necessary to use distant comparables or older sales?
No

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

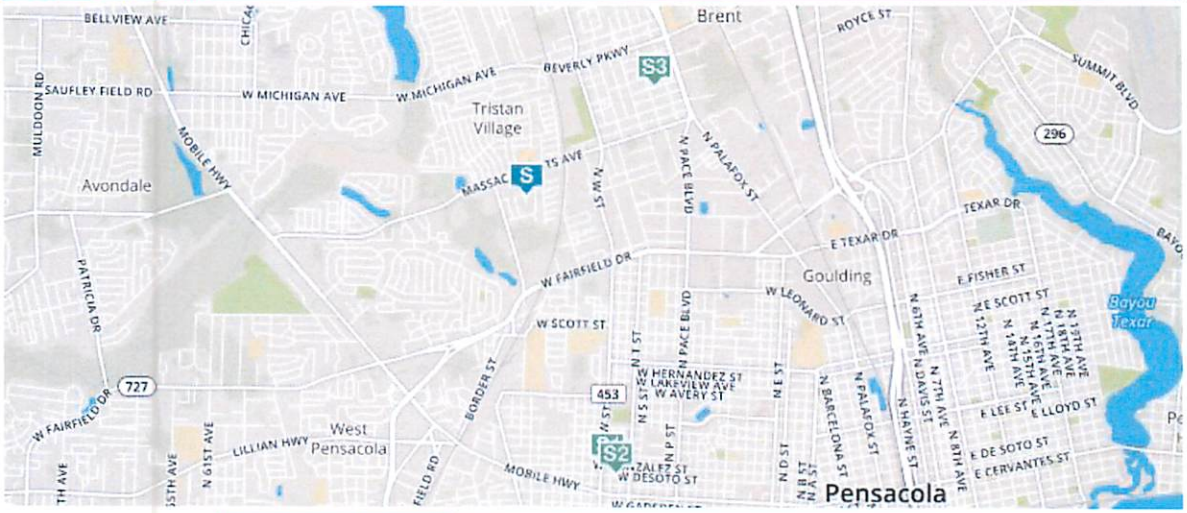
Did you reconcile towards one end of the range because of market conditions?
No

Market Conditions:
This market segment extends over several blocks and is primarily comprised moderately priced housing and developments with a wide range of pride of ownership. The community is bordered by Massachusetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the West, and N W Street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community. The subject development consists of homes of similar design and ages that also include a section of single family detached residences that were built from 1971-1980 and range in sizes from 1000-1900 square feet. The surrounding neighborhood is characterized by modest single family homes, residential attached and mobile homes. Properties range from poor to average condition. Shopping, schools, employment centers, medical facilities and recreational opportunities are located within close proximity. Commercial uses are concentrated along Massachusetts, "W" Street & Michigan Highway.

Supply and demand levels are balanced for this market and values are stable.

The current market is considered to be a buyers' market with normal concessions for all or part of the closing costs. Marketing time usually exceeds more than 90 days. Within recent months, available properties on the market has declined slightly. Currently, asking prices have been declining and the median days on market have been increasing. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices. The fall and winter are also historically the slowest part of the year for the local market.

Selected Comparables



	Subject	Sold Comparables ($2,500 - $8,200)							
Address	S 151 Diego Cir Pensacola, FL 32505		S1 2815 W Lloyd St Pensacola, FL 32505		S2 2705 West Brainerd Street Pensacola, FL 32505		S3 110 Rosalyn Way Pensacola, FL 32505	
Proximity		N/A		1.926 mi		2 mi		1.177 mi
Sale Price	N/A	N/A	$2,500	08/14/2017	$8,000	05/11/2017	$8,200	01/24/2017
REO/Short Sale		No		No		No		No
Location		N; Res		N; Res		N; Res		N; Res
Site Size (ac)		0.047 ac		0.151 ac		0.174 ac		0.180 ac
View		N; Res		N; Res		N; Res		N; Res
Year Built		0		0		0		0
Quality Condition	Q4	C4	Q4	C4	Q4	C4	Q4	C4
Gross Living Area (sf)		0		0		0		0
Bed Bath	-1	0.0		0.0		0.0		0.0
Below Grade		None		None		None		None
Parking		1dw		1dw		1dw		1dw
Other								
As Compared to Subject		N/A		SIMILAR		SUPERIOR		SUPERIOR

	Subject	Listed Comparables ($0 - $0)
Address	S 151 Diego Cir Pensacola, FL 32505	
Proximity	N/A	
Contr. Amount Contr. Date	N/A N/A	
List Price Total DOM	N/A N/A	
REO/Short Sale	No	
Location	N; Res	
Site Size (ac)	0.047 ac	
View	N; Res	
Year Built	0	
Quality Condition	Q4 C4	
Gross Living Area (sf)	0	
Bed Bath	-1 0.0	
Below Grade	None	
Parking	1dw	
Other		
As Compared to Subject	N/A	

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.

APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS: SRA MAI	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?: No	
		COMPANY NAME: G. Daniel Green & Associates	COMPANY ADDRESS: 103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME: G Daniel Green	DATE OF SIGNATURE: 12/06/2017	LICENSE STATE: FL	LICENSE/CERTIFICATION NO: Rz836	EXPIRATION DATE: 11/30/2018

PHOTOGRAPHS OF THE SUBJECT PROPERTY

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
151 Diego Cir	Pensacola	FL	32505



SUBJECT FRONT



SUBJECT LEFT PROFILE



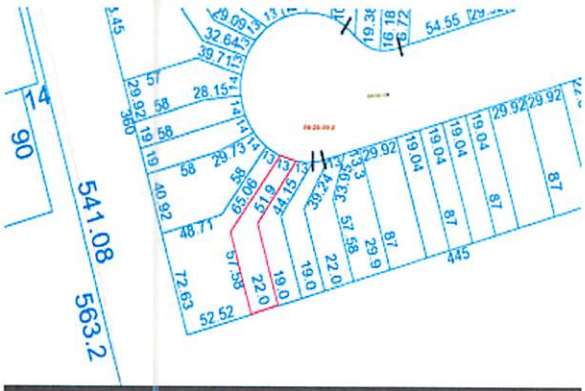
SUBJECT RIGHT PROFILE



STREET SCENE (LEFT)



STREET SCENE (RIGHT)



SUBJECT ADDRESS

Inspection

Property Characteristics

Property Use	Vacant Land
Occupancy Status	Vacant Unsecured
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	Vacant Land
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Other
Siding Condition	Fair
Roof Type	Other
Roof Condition	Fair

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	Yes
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	No	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	
This Fee Includes:			

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

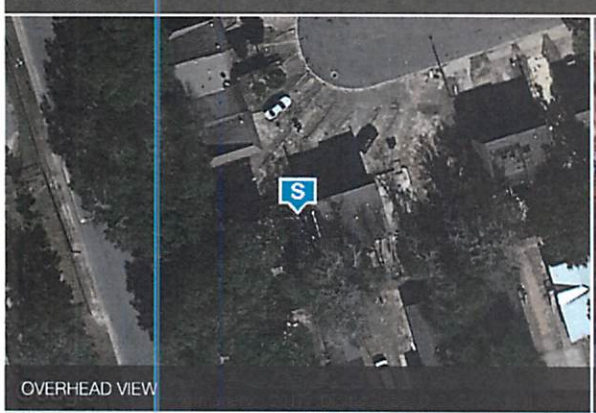
The Subject property is a vacant lot in similar condition to the surrounding properties. The site is relatively clear, with little or no debris from a previous structure. The only improvement is a 6' privacy fence spanning the units on either side of the lot. Upon visual inspection of the property using county maps, markers and coordinates, it is our opinion that this is currently a vacant lot.

Name/License

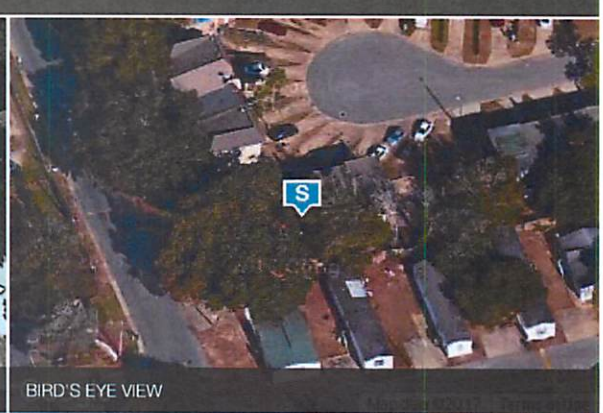
Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	12/06/2017

NOT AVAILABLE

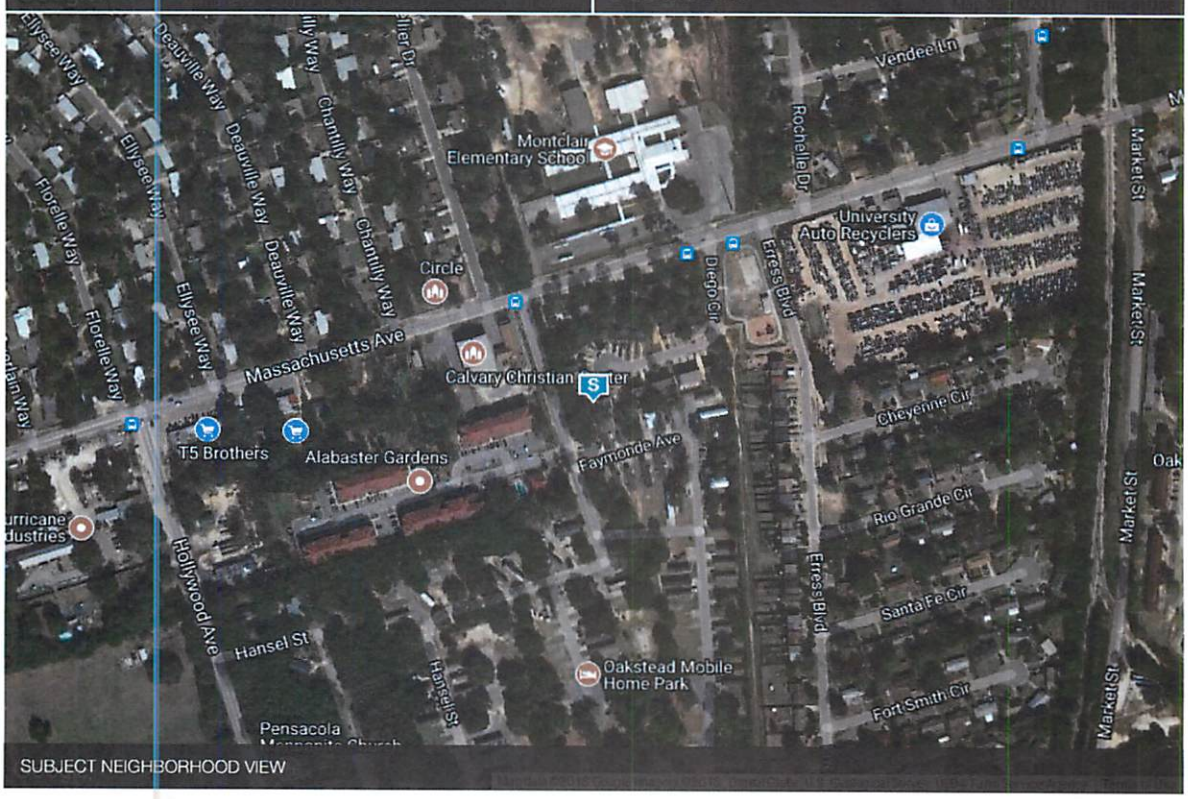
STREET VIEW



OVERHEAD VIEW



BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-13

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

FR 24.510 & 24 CFR, Part 24, Appendix A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15690 **County Administrator's Report 14. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/07/2019
Issue: Agreement with Data Management Inc.
From: Chris Karp, IT Division Manager
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with Data Management, Inc.- Shawn P. Fletcher, Information Technology Director

That the Board take the following action concerning an Agreement with Data Management, Inc.:

A. Approve the TimeClock Plus Ondemand Service Agreement with Data Management, Inc., for Timeclock Plus License and Annual Subscription;

B. Ratify the current Purchase Order, dated December 14, 2018, in the amount of $33,299.64, to Data Management, Inc., for Timeclock Plus License and Annual Subscription and one-time implementation costs; and

C. Approve and authorize the Interim County Administrator to execute all current and future documents related to the acceptance of the TimeClock Plus Ondemand Service Agreement with Data Management, Inc., for Timeclock Plus License and Annual Subscription without further action of the Board.

[Funding: Funds are already encumbered on Purchase Order 190830, dated December 14, 2018:
Fund 001, General Fund, Cost Center 270103, Information Technology $10,000;
Fund 143, Fire Protection Fund, Cost Center 330206, Fire Dept PD $7,551.82; and
Fund 408, Emergency Services, Cost Center 330302, EMS Operations $15,747.82]

BACKGROUND:

Timeclock plus is a cloud based timekeeping system that will be used by Public Safety and Information Technology Departments. This system will interface with eFIN financial system to provide two way data transfer for time and accruals. TimeClock Plus also provides online leave and FMLA tracking.

This agreement has the possibility to extend beyond one year.

BUDGETARY IMPACT:

No additional Funding is required.
Funds are already encumbered on Purchase Order 190830 dated December 14, 2018:
[Fund 001, General Fund, Cost Center 270103, Information Technology $10,000; and
Fund 143, Fire Protection Fund, Cost Center 330206, Fire Dept PD $7,551.82; and Fund 408, Emergency Services, Cost Center 330302, EMS Operations $15,747.82]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual, reviewed and approved the Agreement.

PERSONNEL:

No additional personnel are anticipated.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

TimeClock Plus OnDemand Service Agreement
PO 190830

TIMECLOCK PLUS®
ONDEMAND SERVICE AGREEMENT

Terms and Conditions

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICES, OR BY PAYING FOR THE SERVICES THROUGH ANY MEANS ACCEPTED BY DATA MANAGEMENT INC. ("DMI"), YOU ("CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. REPRESENTATIONS OF CUSTOMER. By signing this Agreement including these Terms and Conditions and the Global Data Privacy Policy located at www.timeclockplus.com/privacy.aspx, collectively the agreement ("Agreement") for TimeClock Plus OnDemand Services between the Customer ("You") and DMI, you represent, warrant and certify that: (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus OnDemand Services provided by Data Management, Inc. ("DMI"), including any recurring payment information and (d) you have read, understand and agree to the Terms and Conditions of this Agreement and DMI's Global Data Privacy Policy found at www.timeclockplus.com/privacy.aspx, which may be amended from time-to-time to adhere to changing data protection legislation.

2. DEFINITIONS.

2.1 "Active Employee" means a Customer Employee who was not marked suspended or terminated for a complete month. For purposes of billing Monthly Employee Fees, an active employee is one who has been marked as active within the TimeClock Plus OnDemand system on any date during a month, no matter the duration of being marked active, and such employee will be subject to the Monthly Employee Fee for the complete month.

2.2 "Employee" means Customer's employee, agent or contractor for whom Customer has agreed to pay a fee under this Agreement.

2.3 "Services" means the right to access and use TimeClock Plus OnDemand Software, our website, or the user website interface provided by DMI.

2.4 "Monthly Employee Fee" means DMI's then current fee for each of Customer's Employees to access and use the Services measured over the course of each calendar month, as outlined on the Purchase Order. This fee may be prorated during the first month of the Initial Service Term, and may be prorated for the last month of the Initial Service Term.

2.5 "Software" means the TimeClock Plus OnDemand software and associated modules authorized for Customer access and use under this Agreement.

2.6 "User" means Customer Employees who are not added to the TimeClock Plus OnDemand database as an Employee but *are* physically added as Users within the Software with management rights. Users *will not* be considered Employees and will not incur Monthly Employee Fees, except Users who are added to the database as Employees as well as Users, who are effectively considered Employees and a Monthly Employee Fee will be assessed for each.

2.7 "Overage Charge" means the fee due as a result of an Employee added during a month for which billing has already been processed. Since billing is done in advance, the Monthly Employee Fee for Employees added during any month for which billing has already occurred will be reflected as an Overage Charge in billing the following month. For annual subscription organizations, Customer's next statement and charges will reflect the increased employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the term.

2.8 "Personal Data" means any information that can be used to identify, locate or contact an Employee or User.

2.9 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Customer from DMI or a registered reseller.

2.10 "Supported Hardware" means any hardware purchased from DMI that is coverable under a DMI Support and Maintenance Agreement.

3. USE AND ACCESS. DMI will provide Customer and its authorized Employees and Users access to the Services during the Term. DMI shall make Services available to Customer 24 hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond DMI's reasonable control. Customer will use the Services only for its internal business operations and will not permit the Services to be used by or for the benefit of anyone other than Customer. Customer will not have the right to re- license or sell rights to access and/or use the Services to transfer or assign rights to access or use the Services, except as expressly provided herein. Customer will not transmit or share identification or password codes to persons other than authorized TimeClock Plus OnDemand Users nor permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users. Customer will be responsible for all equipment and software required for Customer to access the Internet including, without limitation, a web browser compatible with the Services. Customer acknowledges that DMI is not responsible for any use or misuse of the Services by Customer or its employees or contractors. You may not access the Services if you are a competitor of DMI, unless DMI provides written consent.

3.1 Customer's Responsibilities. Customer agrees to act as the Data Controller, and appoint DMI as Data Processor, of information entered by its authorized Employees and Users. Customer agrees to impose similar data protection-related terms that will not be less protective than those imposed on DMI by this Agreement and the Global Data Privacy Policy.

3.2 Subprocessors. DMI has appointed third party data Subprocessors for the purposes of hosting and security services. These Subprocessors may process Personal Data in accordance with the terms of this agreement and the Global Data Privacy Policy. The Subprocessor agreements impose similar data protection-related processing terms on the third party Subprocessor that are not less protective than those imposed on DMI in this Agreement and the DMI Privacy Policy for Client Data Processing Services. DMI has published an overview of the categories of Subprocessors involved in the performance of the relevant Services which can be found at www.timeclockplus.com/privacy.aspx.

4. TECHNICAL SUPPORT. DMI will provide support to Customer for the Services and Supported Hardware during regular business hours which are 7:00 am to 7:00 pm CST time, Monday through Friday, excluding DMI company holidays ("Regular Business Hours"). DMI, at all times, may monitor usage of Services to gather metadata for delivering and improving the Services.

5. SOFTWARE UPGRADES. From time to time, DMI will release new versions of TimeClock Plus OnDemand and will upgrade the Services to the latest version. DMI also releases firmware updates and patches for Supported Hardware. DMI will give at least five (5) business days' notice to Customer before performing software upgrades.

6. PAYMENT. Customer shall pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments will be made in advance of the Service being provided and may be made annually, quarterly, or monthly, or as otherwise mutually agreed on the Purchase Order. All payment obligations are non-cancellable and all amounts paid are non-refundable. If you elect to dispute charges or fees, you must contact DMI in writing within fifteen (15) days of the date of the invoice in question to be eligible to receive an adjustment or credit. *Services will be suspended for accounts that are 10 calendar days past due.*

7. FEES & CHARGES.

7.1 Service charges will be equal to the number of total Employees multiplied by the Monthly Employee Fee. Customer is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Customer may add additional Employees as desired each month, by paying the Monthly Employee Fees on the next billing cycle. Employees added at any time during a calendar month will be charged in full for that billing period. Because you are billed in advance for Services, if you increase your Active Employee count during a calendar month, your next statement and charges will reflect the increased Active Employee count with Overage Charges incurred from the previous month. If DMI is required by law to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on DMI's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon Customer's receipt of DMI's invoice and supporting documentation for the taxes or duties charged.

7.2 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8. BILLING CYCLE. See Purchase Order.

9. TERM. The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or the Start Date, whichever is later, and will continue for the Initial Service Term outlined on the Purchase Order. Thereafter this Agreement and any associated Hardware Support and Maintenance Agreement for Supported Hardware incorporated with the Services will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party ninety (90) days' notice of its intent not to renew.

9.1 Subsequent to the initial term specified in the applicable Purchase Order, DMI may increase the Monthly Employee Fee at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period and such increase shall not exceed three (3)% of the current rate.

10. PAYMENT. You must provide DMI with valid bank draft or credit card information to use our Services. You are responsible for any and all bank, access fees and/or other fees that may be assessed by your bank, financial institution, or other Program provider.

11. EARLY CANCELLATION. You may cancel your services within thirty (30) days of Start Date with no termination fees. Prepaid fees are non-refundable.

12. TERMINATION. In addition to all other rights that DMI may have to discontinue your access to Services, DMI may discontinue your access to Services with thirty (30) days' notification if you fail to pay any bill in full when it is due or if you otherwise violate the Terms and Conditions of this Agreement. DMI may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a fee will be charged ("Restart Fee"), and all outstanding balances accrued through the date of such disconnection. If your Services are terminated for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees and taxes. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services.

13. WARRANTY AND DISCLAIMER. EXCEPT AS EXPRESSLY STATED HEREIN, DMI EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT OR THOSE ARISING BY STATUTE, OF CONFORMITY TO ANY REPRESENTATIONS OR DESCRIPTIONS NOT CONTAINED HEREIN, OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, DMI DOES NOT WARRANT THAT ANYTHING WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE UNINTERRUPTED, SECURE, RELIABLE, ACCURATE OR ERROR-FREE. DMI HAS NO OBLIGATIONS CONCERNING PRODUCTS OR SERVICES USED OUTSIDE THE U.S.A. UNLESS THEY ARE STATED IN WRITING BY DMI TO BE EXPORT PROGRAM PRODUCTS AND ARE ISSUED AN EXPORT PROGRAM WARRANTY. DMI'S OBLIGATIONS, IF ANY, ARE CONDITIONAL ON CUSTOMER PROMPTLY COMPLYING WITH ALL OF THIS AGREEMENT'S TERMS AND CONDITIONS. USER ACCEPTS SERVICES "AS IS" AND WITH ALL FAULTS. THE LIMITED WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES CONCERNING ANY GOODS, SERVICES, OR INTANGIBLES, NOW OR IN THE FUTURE.

14. LIABILITY LIMITATION. IN NO EVENT SHALL DMI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR REMEDIES RELATING TO SERVICES OR ANY DMI PRODUCTS, GOODS, OR INTANGIBLES (EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, FOR LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, FAILURE OF DELIVERY, REVENUE, GOODWILL, LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, LOSS OF BUSINESS INFORMATION, COST OF REMOVAL OR INSTALLATION OF ANYTHING, INTERCEPTIONS, DEFECTS, VIRUSES, DELAYS, OR FAILURE OF PERFORMANCE, OTHER LOSS ARISING OUT OF USE, OR INABILITY TO USE SERVICES, LIABILITIES TO THIRD PARTIES, INABILITY TO USE TIMECLOCK PLUS ONDEMAND SERVICES, ERRORS IN THE SOFTWARE, MALFUNCTIONS OR ERRONEOUS DATA, PAYMENTS TO THIRD PARTIES WHICH ARE TOO SMALL, TOO LARGE, TOO LATE OR ARE OTHERWISE IMPROPER), EVEN IF DMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT, WARRANTY, ETC.), ANY ASSERTED DMI BREACH OF PROMISE OR WARRANTY; ANY ACT OR FAILURE TO ACT; NEGLIGENCE INCLUDING GROSS NEGLIGENCE; OR ANY CLAIM MADE AGAINST USER BY ANY OTHER PARTY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL DMI'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY USER TO DMI FOR TOTAL MONTHLY EMPLOYEE FEES PAID TO DMI FOR THE PRECEDING SIX (6) MONTHS FROM THE DATE OF THE INCIDENT. THESE LIMITATIONS ARE INDEPENDENT AND APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING, BUT NOT LIMITED TO, A FINDING THAT A WARRANTY, CONDITION, OR REMEDY HAS FAILED ITS ESSENTIAL PURPOSE, BREACH OF CONTRACT (INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH), TORT, (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR MISREPRESENTATION), BREACH OF STATUTORY DUTY, OR OTHER LEGAL OR EQUITABLE THEORY. ANY CAUSE OF ACTION CUSTOMER MAY HAVE AGAINST DMI, ITS AFFILIATES, OFFICERS AND AGENTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SHALL BE FOREVER BARRED. DMI'S MAXIMUM AGGREGATE LIABILITY SHALL NEVER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM.

15. DATA PROTECTION. DMI has adopted the provisions contained in the Global Data Privacy Policy for the processing of Customer Employee Personal Data in accordance with GDPR and other applicable data protection laws.

15.1 Instructions. DMI will process certain categories and types of Personal Data only upon Customer's instructions and in accordance with applicable data protection laws (e.g. GDPR). Customer is responsible for ensuring that all Users who provide instructions are authorized to do so and agrees that DMI will only perform processing activities that are necessary and relevant to provide the Services.

15.2 Requests. Customer will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained. Customer agrees to adopt a balanced and reasonable policy for managing Subject Access Requests (SARs) and 3rd party disclosures which safeguard the rights of all data subjects and respects the original purpose of the data collection. Customer, as Data Controller, will be responsible for receiving, investigating, documenting, and responding to all User and Employee requests for inspection or erasure of Personal Data.

15.3 Assistance. Should Customer receive a request from a data subject for the exercise of the data subject's rights under applicable data protection laws, and the correct and legitimate reply to such a request necessitates DMI's assistance, DMI shall assist the Customer by providing the necessary information and documentation. DMI shall be given reasonable time to assist the Customer with such requests in accordance with the applicable law.

15.4 Confidentiality. DMI shall treat all Personal Data as strictly confidential information that may not be copied, transferred, or otherwise processed without the instruction of the Customer. Transfer of Personal Data to another data controller or data processor (e.g. HRIS or Payroll application) is at the sole discretion of the Customer and shall comply with applicable data protection laws.

15.5 Liability. Customer acknowledges that DMI may not know the applicable data protection rights of any given employee. To the extent permitted by law and subject to the limitations set forth in s.768.28, Florida Statutes, Customer agrees to hold harmless DMI from any and all direct claims, damages and demands, including reasonable attorney's fees, arising out of Customer's violation of applicable data protection laws. Nothing herein is intended to serve as a waiver of sovereign immunity by Customer and nothing herein shall be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement. Nothing in this Agreement relieves DMI of its own direct responsibilities and liabilities under the applicable data protection laws.

Further information about DMI's use of data and data retention policies can be found in the Global Data Privacy Policy at: www.timeclockplus.com/privacy.aspx.

16. INTELLECTUAL PROPERTY. Title to any proprietary rights in TimeClock Plus OnDemand Services components including, without limitation, all TimeClock Plus software, the TimeClock Plus OnDemand web site, and Employee / user interfaces will remain the sole and exclusive property of DMI. Customer will be the owner of all data or information created by Customer and stored on DMI's database servers.

17. CONFIDENTIALITY. Customer acknowledges that the Services and TimeClock Plus OnDemand software contain valuable confidential information that is proprietary and valuable to DMI. To the extent permitted by law and subject to the requirements of Chapter 119, Florida Statutes, Customer will safeguard its access to Services and software installed on DMI's servers using the same standard of care that Customer uses for its own confidential information. DMI agrees to hold Customer's data and information usage on its servers as confidential and will not, without the prior written consent of Customer, be disclosed or be used for any purposes other than the performance of this Agreement. DMI will safeguard the confidentiality of such data or information using the same standard of care that DMI uses for its own confidential information as governed by the Global Data Privacy Policy.

DMI 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. DMI 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. DMI 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, DMI 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 DMI fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period DMI still fails to allow access to such documents, terminate this Agreement.

IF DMI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, 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

18. GOVERNING LAW. THIS AGREEMENT IS SOLELY GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. EACH OF THE PARTIES HERETO IRREVOCABLY AGREES TO EXCLUSIVE JURISDICTION BY THE COURTS LOCATED IN ESCAMBIA COUNTY, FLORIDA.

19. Intentionally Removed

20. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such party's parent company or a subsidiary of such party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21. ENTIRE AGREEMENT. This document in conjunction with the Purchase Order make up this complete Agreement, and it is solely the exclusive, complete, and entire Agreement between the parties superseding all prior representations or other agreements concerning its subject matter and supersedes any and all prior communications, proposals, advertising, discussions, representations, and understandings.

22. SEVERABILITY. If any term of this Agreement is found to be unenforceable or contrary to law, the remaining portions of this Agreement will remain in full force and effect.

Agreed By:

Signature of Escambia County, FL
Authorized Representative

Dated

Amy L. Lovoy, Interim County Administrator
Name of Representative

Signature of Data Management Inc.
Authorized Representative

Dated

Derek McIntyre – VP Operations
Name of Representative

Approved as to form and legal sufficiency.
By/Title:
Date: 2/13/19

Rev. 8.1.2018_D.McIntyre

PURCHASE ORDER NO. 190830

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
425430
DATA MANAGEMENT INC
1 TIME CLOCK DRIVE
SAN ANGELO TX 76904

SHIP TO
INFORMATION RESOURCES/DATA PROCESS
ESC. COUNTY COURTHOUSE, 2ND FLOOR
221 PALAFOX PLACE, SUITE 210
PENSACOLA FL 32502
ATTN: TAMIKA WILLIAMS / 471-6425

ORDER DATE: 12/12/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000892	REQ. DATE: 12/14/18
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: TIMECLOCK PLUS SAAS SUBSC	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PO FOR THE PURCHASE OF TIMECLOCK PLUS LICENSE AND ANNUAL SUBSCRIPTION IN DIRECT SUPPORT OF PUBLIC SAFETY IN ITS DAILY OPERATIONS. QUOTE: IT-PS-TIMECLOCK PLUS SUBSCRIPTION 2018		
01	1.00	LOT	ANNUAL EMPLOYEE LICENSE PER DISTRICT AND ANNUAL SUBSCRIPTION W/INCLUDES UPDATES, UPGRAES AND SOFTWARE SUPPORT. TIMECLOCK	33299.6400	33,299.64

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	270103	56401	10,000.00	
01	330206	56401	7,551.82	
01	330302	56401	15,747.82	

PAGE TOTAL	$	33,299.64
TOTAL	$	33,299.64

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

TimeClock Plus SAAS Subscription
I.T - PS - Timeclock Subscription 2018

19000892
190830
V# 425430

TimeClock Plus
by Data Management, Inc.
1 Time Clock Drive, San Angelo, TX 76904
325 223-9500 800 749-8463
sales@timeclockplus.com

Quote	Customer	Quote Date
459274	272432	09/12/2018

Req #

CUSTOMER
Escambia County Chris Karp (850) 595-0466 221 Palafox Pl Pensacola, FL 32502-5827

Rep	Entry	Method of Shipment	Method of Payment
MIKE	MIKE	UPS Ground	Purchase Order Net30

Stock No.	Ordered	Description	Unit Cost	Total
		SaaS Subscription with eFin Interface (Annual Subscription) ($10,340.00)		
26-135	517	Annual Employee License Per District	20.00	10,340.00
30-993	1	Superion FinancePLUS	0.00	0.00
		Touch Screen Biometric Fingerprint TimeClock (One Time Fee) ($8,196.00)		
244-200	4	BIO RDT Touch 400	2,049.00	8,196.00
		Hardware Repair/Replace Maintenance and Support (Annual Renewal) ($737.64)		
1099-250	1	Hardware Maintenance (Expedited Depot Repair)	737.64	737.64
		Implementation and Training (One Time Fee) ($13,500.00)		
800-814	60	Dedicated Support Services (Per hour)	225.00	13,500.00
		└ Travel Expenses (ie Airfare, Lodging, Per-Diem, etc) Not Included - Billed after train ing		
		SaaS Subscription Advanced Scheduler Licenses (Annual Subscription) ($480.00)		
1025-9013	40	Advanced Scheduler Annual Employee Licenses	12.00	480.00
		Annual Subscription Includes Updates, Upgrades, and Software Support		

EMS Cost Center 330302 15,747.82
Fire Cost Center 330206 7551.82
IT Cost Center 270103 10,000
Expense acct # 564401

Valid for 30 days. Expires 10/12/2018.

Subtotal:	33,253.64
S & H:	46.00
Total:	33,299.64

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15714 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/07/2019
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

A. Gulf Coast Kid's House, in the amount of $20,000;

B. Washington High School Softball Boosters, in the amount of $500;

C. Pensacola Little Theatre, Inc., in the amount of $6,500;

D. Epilepsy Florida, in the amount of $1,000;

E. The King Richard Foundation, Inc., in the amount of $1,000;

F. Perdido Bay Youth Sports Association, in the amount of $1,000; and

G. Civitan International Foundation, in the amount of $1,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Gulf Coast Kid's House. - $20,000
Washington High School Softball Boosters - $500
Pensacola Little Theatre Inc. - $6,500
Epilepsy Florida - $1,000
The King Richard Foundation Inc. - $1,000
Peridido Bay Youth Sports Assoication - $1,000
Civitan International Foundation - $1,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Coast Kid's House

Washington High School Softball Boosters
Pensacola Little Theatre Inc
Epilepsy Florida
The King Richard Foundation Inc
Perdido Bay Youth Sports Association
Civitan International Foundation

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Gulf Coast Kid's House
Attn: Stacey Kostevicki
3401 North 12th Avenue, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 26, 2018.

Dear Stacey Kostevicki,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Gulf Coast Kid's House DATE 11/26/2018

POINT OF CONTACT Stacey Kostevicki PH# (850) 595-5780

EMAIL ADDRESS: executivedirector@gulfcoastkids ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) AMOUNT REQUESTED: $ 20,000

CHECK PAYABLE TO: Gulf Coast Kid's House

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3401 North 12th Ave. City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SFK (Initial)

NAME OF CERTIFYING OFFICIAL
Stacey Kostevicki

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)

DATE
11/26/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Lee	☑	☐	
CHIEF	EC	☑	☐	AMOUNT APPROVED #20,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT D. Lloyd Date processed 2/20/19

DAVID MORGAN, SHERIFF
2/20/2019
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Gulf Coast Kid's House

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Gulf Coast Kid's House (GCKH) is requesting $20,000 to help with three projects.

First, $5000 will be used to assist with a child abuse prevention campaign - both in April and year-round. We conduct a regional awareness campaign, From Blue to Better each April in recognition of National Child Abuse Awareness month. Your donation will support the collaborative efforts of partners who work together to increase understanding among both adults and children about the prevention of and proper response to child abuse. Last year one case of suspected child abuse was reported for every eleven children in Escambia County. Reported abuse during the three months surrounding the campaign demonstrates the power of raising awareness. Typically, we see an additional 50-100 reports in the months of March, April and May. Our end goal will remain to increase awareness of child abuse in Escambia County, and the effectiveness of your support will be measured by increases in business partners, web traffic, media presence, and reports of child abuse. We will use ECSO funds to boost prevention in April and maintain it all year.

Second, $10,000 will be used to support the safety of Gulf Coast Kid's House staff and clients. GCKH routinely seeks the advice of the Pensacola Police Department (PPD) to ensure that we are as safe as possible. Child abuse is an emotional and deeply personal issue and we must ensure the heightened emotions of our clients do not put children or staff in jeopardy. Some security enhancements we have already implemented are: panic buttons and cameras throughout the building, aggressive landscaping and proper trimming to ensure good lines of site, semi-annual active shooter drills, tinted windows, magnetic locks on all doors, etc. We would like to replace our residential, glass paneled office doors with solid wood doors.

Finally, $5,000 will be used to support our Summer fundraiser, Brunch and Bubbles. Brunch and Bubbles is a unique brunch and champagne event at Portofino Island Resort. Guests will gather for live music and brunch and will be able to bid on "experience" auction items such as sunset cruises and plane rides. All money raised supports the operations at Gulf Coast Kid's House.

ECSO is no stranger to GCKH and the important work we do. We are grateful for your partnership and would be delighted to highlight your support at our fundraisers and outreach events throughout the year.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 14 2003

GULF COAST KIDS HOUSE INC
512 S PALAFOX ST STE 10
PENSACOLA, FL 32501-0000

Employer Identification Number:
59-3520130
DLN:
17053088819033
Contact Person:
JODI L GARUCCIO ID# 31481
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
February 1999
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

GULF COAST KIDS HOUSE INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

0000026 01/25/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012661220C-1	04/30/2016	04/30/2021	501(C)(3) ORGANIZATION

This certifies that

GULF COAST KIDS HOUSE INC
3401 N 12TH AVE
PENSACOLA FL 32503-4008

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gulf Coast Kid's House Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3401 North 12th Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32503

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	3	5	2	0	1	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 11/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Washington High School Softball Boosters
Attn: James Harris
P.O. Box 18484, Pensacola, FL 32523

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 4, 2018.

Dear James Harris,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Washington High School Softball Boosters DATE 01/04/2018

POINT OF CONTACT James Harris PH#

EMAIL ADDRESS: erupnu@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2019 AMOUNT REQUESTED: $ 500

CHECK PAYABLE TO: Washington High School Softball Booster Club, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 18484 City Pensacola State FL Zip Code 32523

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JEH (initial)

NAME OF CERTIFYING OFFICIAL James E Harris, Jr

TITLE OF CERTIFYING OFFICIAL Assistant Coach

SIGNATURE (Digital)

DATE 02/07/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $500.00
SHERIFF		☑	☐	

CFO ASSISTANT Date processed 2/20/19

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

DAVID MORGAN, SHERIFF

DATE 2/20/2019

12/2017

ORIGINAL

ORGANIZATION/AGENCY NAME:

Washington High School Softball Boosters

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Booker T. Washington High School Softball Program provides high school girls with a variety of character-building opportunities, encourage physical activity, as well as the opportunity to hone their softball skills for possible college scholarships. Programs like ours are vital because they keep our children engaged in a positive educational environment and off of the streets.

As part of our softball season, we want to keep a continual reminder to our players, as well as visiting players that drugs are not acceptable. As a constant reminder, a 3' x 8' full color vinyl banner of your approval will be placed along our Outfield fence. This message will serve as a constant reminder to all who attend our campus to stay free from drugs. Funds will be used to purchase equipment, gear, tournaments, as well as make improvements to the softball field.

In addition, we welcome any and all representatives to join us during any home game to watch and cheer for our girls, the Washington High School Ladycats. Please contact us for a complete schedule of games.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 23 2015

WASHINGTON HIGH SCHOOL SOFTBALL
BOOSTER CLUB INC
PO BOX 18484
PENSACOLA, FL 32523-8484

Employer Identification Number:
35-2311577
DLN:
26053587004145
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 2, 2015
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

WASHINGTON HIGH SCHOOL SOFTBALL

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

WASHINGTON HIGH SCHOOL SOFTBALL

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

0000105 09/30/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8015623685C-1	09/15/2015	09/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WASHINGTON HIGH SCHOOL SOFTBALL
BOOSTER CLUB INC
6000 COLLEGE PKWY
PENSACOLA FL 32504-7937

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Washington High School Softball Booster Club, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶ Florida Non-Profit Corporation

Address (number, street, and apt. or suite no.)
6000 College Parkway

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
3	5	-	2	3	1	1	5	7	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2-21-13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Pensacola Little Theatre Inc.
Attn: Sid Williams-Heath
400 South Jefferson Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 6, 2019.

Dear Sid Williams-Heath,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $6,500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Little Theatre, Inc. DATE 02/06/2019

POINT OF CONTACT Sid Williams-Heath, Executive Director PH# (850) 432-2042

EMAIL ADDRESS: executive@pensacolalittletheatre.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/01/2019 AMOUNT REQUESTED: $ 6,500

CHECK PAYABLE TO: Pensacola Little Theatre, Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 400 South Jefferson Street City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief RZ (Initial)

NAME OF CERTIFYING OFFICIAL Robin Zimmern

TITLE OF CERTIFYING OFFICIAL Secretary, Board of Trustees

SIGNATURE (Digital)

DATE 02/06/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Hutto	☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $6,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 2/20/19		DAVID MORGAN, SHERIFF 2/20/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pensacola Little Theatre, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Pensacola Little Theatre (PLT), owner of the Pensacola Cultural Center (PCC), is a safe home away from home for over 1,000 volunteer children and teens each year. Throughout the year, these volunteers will spend more than 85,000 hours at the PCC in a safe, educational environment. PLT prides itself on enriching the lives of these youth and Northwest Florida through diverse educational opportunities, all while instilling a sense of community and safe practices inside our theatre walls. Through our performances and education classes, volunteers and students spend roughly 4 hours each day, Monday - Saturday, throughout the week inside of the PCC, as opposed to spending this time with their peers being subject to drug and alcohol abuse, peer pressure, domestic violence, and unsafe crime/neighborhood exposure. Acting as the second-home parents of the volunteers, we strive to display what a safe, drug-free and crime-free community of leaders and fellowship can be like.

Over the summer, PLT continues to offer these opportunities for involvement and education while schools are out, decreasing the chance of these demographics being involved in crime or dangerous activity. Over the summer, PLT will instruct and rehearse specific summer-long performances to keep these volunteers safe and culturally growing. This year, PLT will perform Once Upon a Shoe from July 15 - 28, with 5 weeks of rehearsal beforehand. The performance will be open to the public, which will further increase the exposure of the talents and safe practices of these volunteers to the community.

Between the rights, royalties, scripts, costumes, sets, lighting, marketing, and additional technical assistance required, the show is budgeted to cost PLT right over $6,500,00. In order to keep availability and affordability within reason for these audiences, PLT will come out of pocket to pay for this specific show. It is our hope and request that you will support local, community theatre in continuing to create a safe environment for these 1,000+ volunteers each year and will specifically sponsor our performances of Once Upon a Shoe, which will/can include your logo on all printed materials in order to create community awareness of your efforts and belief in what we do at PLT. We thank you for continuing your mission to improve the quality of life and protect the property of all individuals in Escambia County. Working together, PLT can continue to offer another safe haven for Escambia County adults and children to improve their quality of life and enrich their mindsets and cultural diversity.

Department of The Treasury

Internal Revenue Service
EO Group 7404
Suite 1109, Stop 520-D
401 West Peachtree St.
Atlanta, GA 30365

Date: APR 11 1994

PENSACOLA LITTLE THEATRE
PO BOX 115
PENSACOLA, FL 32592

Employer Identification Number:
59-0906711
Person To Contact: Ms Lee Nees
Telephone Number: 404-331-300

Dear Sir or Madam:

We have received and reviewed the amended organizing documents that you sub
mitted on behalf of your organization. This information has been made a part o
your file.

Your organization shall continue to be recognized as exempt under Sectio
501(C)(3) of the Internal Revenue Code, effective as of DECEMBER 1952. Yo
may continue to rely on this exemption until it is modified, terminated o
revoked by the Internal Revenue Service.

**Please continue to let us know of any changes in the purpose, character, metho
of operation, name or address of your organization. This is a requirement fo
retaining your exempt status.**

A copy of this letter should remain in your permanent records, as it may hel
resolve any question about your exempt status.

Thank you for your cooperation.

Sincerely,

Lee Nees

Exempt Organizations Coordinato

0000025 12/04/15

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012673609C-1	03/31/2016	03/31/2021	501(C)(3) ORGANIZATION

This certifies that

PENSACOLA LITTLE THEATRE INC
400 S JEFFERSON ST
PENSACOLA FL 32502-5902

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pensacola Little Theatre, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
400 South Jefferson Street

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	9	0	6	7	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/1/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Epilepsy Florida
Attn: Cecily Chundriek
2401 Executive Plaza Drive Suite 3B, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 15, 2019.

Dear Cecily Chundriek,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Epilepsy Florida DATE 02/15/2019

POINT OF CONTACT Cecily Chundrlek PH# (850) 433-1395

EMAIL ADDRESS: CChundrlek@epilepsyfl.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/01/2019 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: Epilepsy Florida

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2401 Executive Plaza Drive, Ste. 3B City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL Karen Egozi TITLE OF CERTIFYING OFFICIAL Pres. & CEO

SIGNATURE (Digital) DATE 2-19-19

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				

Date processed 2/20/19

DAVID MORGAN, SHERIFF

DATE 2/20/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Epilepsy Florida

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

We cordially invite you to participate as sponsor of the 2019 Walk the Talk for Epilepsy events taking place all over Florida in the spring. The event in our area will be on May 4th at Seville Square, Downtown Pensacola. This is an occasion for friends, family and loved ones of those living with epilepsy to come together to support this cause.

91% of every dollar raised will directly benefit the Floridians we help who are living with Epilepsy. We trust that you will find great satisfaction in knowing that your support will help us achieve our goals to serve these families living in our community. Epilepsy affects 400,000 people in Florida, mostly children and the elderly. We provide them with a myriad of programs such as community education, support groups, case management, medical services, prevention, Camp Boggy Creek and much more. We offer epilepsy awareness and seizure first aid to teachers, students, first responders, city personnel, and medical communities. During our training, we also discuss Anti Epilepsy Drugs (AED). AED are very potent and we emphasize their proper use as stricitly medicial used under a physician's supervision. The education and outreach coupled with our comprehensive case management services work to ensure a safe community. We truly rely on sponsorships and donors to carry our agency and allow us to continue providing such services.

As we have in the past, we would like to invite Sheriff Morgan to sing the National Anthem before our Walk.

I have enclosed a sponsorship package.

WALK THE TALK FOR EPILEPSY – LOCAL

Sponsorship Opportunities

PLATINUM
$10,000
Receive all the below level benefits ***PLUS:***

- Prominent logo placement in all promotional materials, including but not limited to flyers, brochures, and T-shirts
- Signs with logo placed on walk route (when possible)

GOLD
$5,000
Receive all the below level benefits ***PLUS:***

- Recognition on EFL's social media channels

SILVER
$2,500

Advertising/Public Relations

- Company name listed in select promotional material, including but not limited to flyers, brochures, and T-shirts
- Company logo on the event website

Event Day-of Promotions

- Vendor table (with chairs and a tent) with opportunity to showcase company
- Name of sponsor on banner near the stage
- Logo included on event program (when applicable)

Use of Epilepsy Florida Logo

- License to use the Epilepsy Florida logo with your company's marketing efforts related to the event

epilepsy FLORIDA

WALK THE TALK FOR EPILEPSY 2019

PENSACOLA WALK

SATURDAY MAY 4, 2019

SEVILLE SQUARE

311 E GOVERNMENT ST, PENSACOLA, FL 32502

REGISTRATION IS AT 8:00 A.M.
WALK BEGINS AT 9:00 A.M.

DJ, Star Wars Characters, Clayton Feig Youth Award, Raffles & Prizes



Text-to-Give
855-999-1716
"Pensacola WTT"

epilepsy FLORIDA

Please visit **www.epilepsyfl.com/walkthetalk** for more information.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248367569
May 10, 2016 LTR 4168C 0
59-2164525 000000 00
00015991
BODC: TE

EPILEPSY FOUNDATION OF FLORIDA INC
1200 NW 78TH AVE STE 400
DORAL FL 33126

013975

Employer ID Number: 59-2164525
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 29, 2016, regarding your tax-exempt status.

We issued you a determination letter in March 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0000135 09/18/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012642557C-5	11/30/2018	11/30/2023	501(C)(3) ORGANIZATION

This certifies that

EPILEPSY FLORIDA INC
7300 N KENDALL DR STE 760
MIAMI FL 33156-7840

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EPILEPSY FLORIDA, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ NON- PROFIT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7300 N. KENDALL DRIVE, SUITE 760

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FLORIDA, 33156

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	2	1	6	4	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 7/23/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

The King Richard Foundation Inc.
Attn: Ann Richard
2322 Amelia Lane, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 15, 2019.

Dear Ann Richard,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The King Richard Foundation, Inc. DATE 02/15/2019

POINT OF CONTACT Ann Richard PH# (850) 944-9408

EMAIL ADDRESS: king100490@aol.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/19/2019 AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: The King Richard Foundation, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2322 Amelia Lane City Pensacola State FL Zip Code 32526

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief A.R. (Initial)

NAME OF CERTIFYING OFFICIAL
Ann Richard

TITLE OF CERTIFYING OFFICIAL
Treasurer

SIGNATURE (Digital)
Ann Richard Digitally signed by Ann Richard Date: 2019.02.15 09:45:56 -06'00'

DATE
02/15/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 2/20/19

DAVID MORGAN, SHERIFF
DATE 2/20/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

The King Richard Foundation, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The King Richard Foundation's purpose is to financially sponsor attendance of disadvantaged children affected by Autism and other Developmental disabilities (i.e. Down 's syndrome, Cerebral Palsy, Mentally Challenged, etc.) at local summer camps, but will assist these children in general. The goal of the foundation is to help offset some of the cost with partial and full scholarships for these families in need of assistance with tuition. Grant will be used to fund KRF's, "Send A Kid To Camp,"- to help pay camp fees and tuition for 8 eligible candidates, camp costs ranging from $600 to $2800, and in some cases provide assistance with gas for transportation to and from camp site and/ or lunch money for campers to eat while attending camp. Other functions of KRF include providing funding for other enrichment projects, i.e. discovery trips, community events, etc. educational programs for targeted individuals, and public awareness activities.

There are more than 2500 children affected by Autism in our community, and several thousands affected by other developmental disabilities (i.e. Down's Syndrome, Cerebral Palsy and Mentally Challenged). Even though there are other organizations within the community that provide services, many times these individuals and their families fall between the cracks for reasons unknown, and are unable to get services that they desperately need. The foundation's mission is to be of service to disadvantaged individuals and their families with the goal of helping to improve their quality of life with educational, therapeutic and recreational opportunities that are not available to them. Funding is necessary to provide programs to assist these families in need. Through educational programs they can learn to better care for their loved one affected by this condition, and everyone regardless of their socioeconomic status should be afforded the same opportunity to participate in recreational activities as everyone else. The foundation believes that everyone that wants to participate in camp should have the same opportunity as everyone else, and not be turned away because of his or her family's inability to pay. We want to help these individuals assimilate into society which is costly. With the aid and support of the Foundation these individuals will have access to activities in the community that they would not otherwise be able to participate.

The King Richard Foundation is a 501(c)3 non-profit organization that is dedicated to sponsoring disadvantaged children with Autism and other developmental disabilities attendance at local summer

Justification cont.

The King Richard Foundation is a 501(c)3 non-profit organization that is dedicated to sponsoring disadvantaged children with Autism and other developmental disabilities attendance at local summer camps. If the foundation is awarded this financial request we will provide advertising to encourage drug abuse education/prevention, safe neighborhood on KRF publications, i.e. website, ad booklet, event program. Please give consideration to our request, we need your help with our "Send A Kid To Camp" project that will sponsor 8 eligible candidates, providing scholarships ranging from $250 to $1000. We also provide holiday meals and brand new coats to special needs individuals through our "Thanksgiving and Christmas baskets," and our "Give A Kid A Coat" projects.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2010

THE KING RICHARD FOUNDATION INC
C/O ANN RICHARD
2322 AMELIA LANE
PENSACOLA, FL 32526

Employer Identification Number:
27-2353343
DLN:
17053144314030
Contact Person:
CARLY D YOUNG ID# 31494
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 8, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

THE KING RICHARD FOUNDATION INC

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8015440995C-0	08/05/2015	08/31/2020	501(C)(3) ORGANIZATION

This certifies that

THE KING RICHARD FOUNDATION INC
2322 AMELIA LN
PENSACOLA FL 32526-8883

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The King Richard Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ 501(c)3 nonprofit organization

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2322 Amelia Lane

6 City, state, and ZIP code

Pensacola, Florida 32526

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Ann Richard Date ▶ 02/14/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

~THE KING RICHARD FOUNDATION, INC.~
Helping individuals of low-income families affected by
Autism and other developmental disabilities.

January 3rd, 2019

RE: 10th Annual "Beauty by the Bay"
Fashion Show/Dinner – Autism Fundraiser - May 19, 2019, (3:00 p.m.)

Dear friend (Sponsor),

When's camp, Mom? When's camp?

I'm told by many parents this question is asked over and over by their children as the days lead up to camp. Summer camps are vitally important to kids from all walks of life including children with Autism and other developmental disabilities. In Escambia and Santa Rosa County there are an estimated 2500 hundred children with Autism whose families face the challenge of finding safe, affordable and appropriate placement in summer camps and recreational outlets. These children not only require programs that are inclusive, but programs that are highly specialized and designed to meet the needs of each individual's special needs.

This is the tenth year the **King Richard Foundation (KRF)** will sponsor kids with special needs participation in summer camp programs. The foundation continues to have success and grow each year with the generous support from the business community, friends and neighbors. We have set a goal to sponsor eight candidates attendance at camp this year and will need your support to achieve this goal. Our hope is that no child will be left behind regardless of the cost, which can range from $600.00 to $2800.00, depending on the needs of the child. And, needless to say, most of our parents need assistance with the tuition. These camps on average are from four weeks to eleven weeks and offer a variety of activities including singing, dancing, trips to the movies, mall, beach, etc. and more importantly, they are learning life skills while having fun.

The 10th Annual "Beauty by the Bay" Fashion Show, dinner and special entertainment will be held on Sunday, May 19, 2019, at 3:00pm, at Sanders Beach – Corinne Jones Community Center. You may make your contributions to the foundation in the following ways:

- Reserve a table for 10 for $350.00 and receive a ½ page advertisement for your business
- Purchase and sell individual tickets for $35.00 available **NOW** online at our website.
- Purchase and sell advertisement space in our ad booklet: $100.00 - full page, $50.00 - half page. $25.00-quarter page.
- Make a donation of any amount to the foundation.

All sponsors and donors will be acknowledged in our ad booklet and are welcome to share information at the display table (brochures, etc.). The King Richard Foundation is a 501(c)3 non-profit organization, all money and/or goods donated are tax deductible as under the Internal Revenue Code.

Your support is needed to help us accomplish our goal, which is to **"Send A Kid To Camp."**

The foundation will accept donations online at www.thekingrichardfoundation.org or please make checks payable to "The King Richard Foundation, Inc. and mail to:

2322 Amelia Lane
Pensacola, Florida 32526

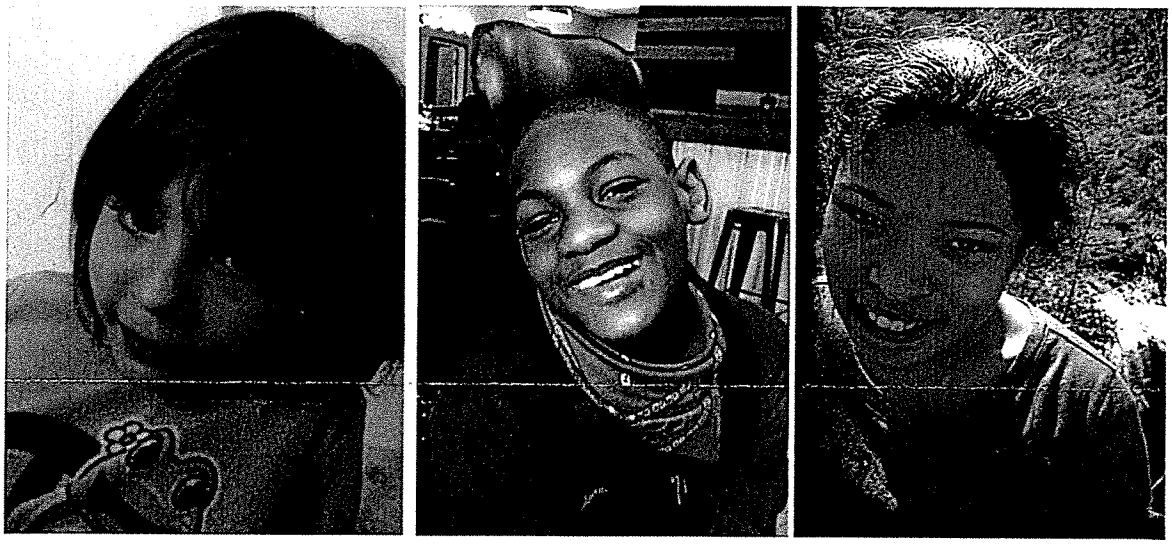
For additional information please call (850)944-9408 or email king100490@aol.com. I hope to hear from you soon.

Sincerely,

Ann Richard
Event Coordinator

NOTE: The King Richard Foundation's principal purpose is the send disadvantaged children affected by Autism and other Developmental disabilities to camp, but will assist these children in general. Any funds raised at the "Beauty by the Bay" dinner that exceed the amount needed to 'send a kid to camp' goes directly towards supporting other needs of these children and their families, i.e., educational & public awareness activities, **"Thanksgiving & Christmas baskets"** and **"Give A Kid A Coat,"** project etc.

Marilyn (age 10) Prince (age 13) Janay (age 21)



PLEASE DONATE. WE NEED YOUR HELP!

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

10th Annual Beauty by the Bay Fashion Show

Entertainment • Door Prizes & Dinner

Honoring

The Past, Present and Future

Sunday, May 19, 2019 ~ 3:00 pm

Sanders Beach-Corinne Jones Center

913 South "I" Street ~ Pensacola , Florida



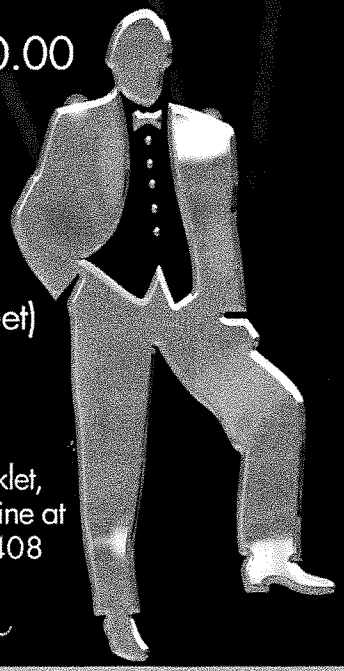
Tickets: Advance - $35.00/ At Door - $40.00

Table Sponsorship: $350.00

Ticket Locations:

Me & Mom's (2428 N. 12th Avenue)

It's Personal by Sheila (2610 W. Cervantes Street)



You can purchase tickets or and space inour fundraiser booklet, make a donation, and/or download sponsorship packets online at www.thekingrichardfoundation.org or call (850)-944-9408

~ Autism Fundraiser ~

Proceeds will benefit The King Richard Foundation's projects, i.e. "Send A Kid To Camp," Educational/Awareness Programs, etc. The King Richard Foundation is a 501(c)3 nonprofit organization dedicated to helping disadvantaged individuals affected by Autism and other developmental disabilities. All donations are tax deductible. KRF's goal this year is to sponsor eligible candidates attendance at local summer camps.

Please help us "Send A Kid To Camp."

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Perdido Bay Youth Sports Association
Attn: Holly Casart
38 South Blue Angel Parkway Box 417, Pensacola FL 32506

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 18, 2019.

Dear Holly Casart,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: PERDIDO BAY SPORTS ASSOCIATION-14U ORIOLE DATE 02/18/2019

POINT OF CONTACT STEVE HITE, DIRECTOR OF BASEBALL PH# (850) 516-6508

EMAIL ADDRESS: hncasart@escambiaso.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/20/2019 AMOUNT REQUESTED: $ 1,000

CHECK PAYABLE TO: P.B.Y.S.A

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 38 SSOUTH BLUE ANGEL PKWAY BOX 417 City PENSACOLA State FL Zip Code 32506

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL
HOLLY CASART

TITLE OF CERTIFYING OFFICIAL
MS

SIGNATURE (Digital)
Holly Casart

DATE
02/19/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				

Date processed 2/20/19

DAVID MORGAN, SHERIFF

DATE 2/20/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

PERDIDO BAY SPORTS ASSOCIATION-14U ORIOLES

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The money will be used to fund a 32"x 48" sign that will be displayed at the PBSA park for one season. The sign will promote crime prevention and safe neighborhoods as well as drug abuse awareness and show that law enformcement is suportative of insuring the Perdido area and sports complex is a safe place for children to come and participate in sporting events.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 06 2001

PERDIDO BAY YOUTH SPORTS
ASSOCIATION
PO BOX 34060
PENSACOLA, FL 32507

Employer Identification Number:
59-3395400
DLN:
17053069778011
Contact Person:
DAVID V SCIAN ID# 31369
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
October 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

PERDIDO BAY YOUTH SPORTS

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations

Certificate Number | Effective Date | Expiration Date | Exemption Category

This certifies that

PERDIDO BAY YOUTH SPORTS
ASSOCIATION INC
2020 BAUER RD
PENSACOLA FL 32506-9663

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Perdido Bay Youth Sports Association, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
38 S. Blue Angel Parkway #417

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL. 32506

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 3 9 5 4 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 3/1/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 21, 2019

Civitan International Foundation
Attn: Cindy Barrington
P.O. Box 9277, Pensacola FL 32513

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 20, 2019.

Dear Cindy Barrington,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Civitan International Foundation DATE 02/20/2019

POINT OF CONTACT Cindy Barrington PH# (850) 255-9796

EMAIL ADDRESS: cindybarrington@bellsouth.net ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/15/2019 AMOUNT REQUESTED: $ 4,000

CHECK PAYABLE TO: Civitan International Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 9277 City Pensacola State FL Zip Code 32513

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief CB (Initial)

NAME OF CERTIFYING OFFICIAL
Cindy C. Barrington

TITLE OF CERTIFYING OFFICIAL
Pensacola Civitan Club Secretary

SIGNATURE (Digital)
Cindy C. Barrington Digitally signed by Cindy C. Barrington Date: 2019.02.19 11:47:54 -06'00'

DATE
02/20/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $1,000.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 2/20/19

DAVID MORGAN, SHERIFF

DATE 2/20/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

Civitan International Foundation

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Please see attachments regarding the 63rd National Leadership Forum at Harding University in Searcy, Arkansas, in June 2019.

The American Studies Institute has partnered with the Foundation for Economic Education for this year's Leadership Forum. This forum assists youth to become better acquainted with the American scene, challenges them to examine leadership issues, and teaches them how to better lead in their community, school, church, and home.

Donation of funding will assist in the transportation (bus), housing, meals, and materials of students from all High Schools in Pensacola and surrounding areas. Your review and consideration will be greatly appreciated.

Thank you.

63rd Annual
Harding University
National Leadership Forum

When: June 2-7, 2019

Where: Harding University Campus - Searcy, Arkansas

Who: Students 10th, 11th, or 12th grades in fall 2019

Moving further into a new century and millennium has presented the United States with fresh challenges. To overcome these obstacles, American citizens must become more interested in economic, political and cultural principles. Through lectures, films, and team building, the National Leadership Forum will assist youth to become better acquainted with the American scene and motivated to a more forceful expression of pride in our traditions and ideals.

This year, the Leadership Forum is partnering with FEE (Foundation for Economic Education) and the theme for 2019 is "Imagination Age". Sponsorship is $450 per student and includes round-trip bus transportation, lodging, and meals.

Outcomes include:

- Understanding free enterprise
- Examining foreign policy
- Understanding our environment
- Building family values
- Examining leadership issues
- Leadership lab team building
- Leadership development - how to better lead in communities, schools, church and home

For more information, visit:
www.harding.edu/events/nlforum
Box 10762 • Searcy, AR 72149 • 501-279-4497

Pensacola Civitan Club
Building a better world ... one person at a time

Our Club's mission is to build good citizenship with volunteers dedicated to serving individual and community needs, with an emphasis on helping people with developmental disabilities.



The Pensacola Civitan Club
Meets the 1st and 3rd Wednesday at Noon
Pensacola Bay Center

Fundraisers:
Claxton Fruit Cake Sales, Candy/Coin Box Project, Vidalia Onions, and BINGO

CIVITAN HANDS
MAKING A DIFFERENCE IN THE WORLD

Club Projects:
Special Olympics
Scholarship Awards
ARC Annual Golf Classic
Annual Community Picnic
Annual Christmas Auction
Clergy Appreciation Week
National Leadership Forum
Civitan's Citizen of the Year
Ringing Bell for Salvation Army
Partnership with Escambia Westgate
Jr. Civitan Clubs at area High Schools
Building Wheelchair Ramps (#476 and counting)



LIKE US ON facebook

Pensacola Civitan Club - P.O. Box 9277 - Pensacola, FL 32513

RECEIVED

DEC 17 1965

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR

2121 Eighth Avenue, North
Birmingham, Alabama 35203
December 16, 1965

CIVITAN
INTERNATIONAL REPLY REFER TO
Form L-178 434:HDE
BIR:EO:65-119

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Birmingham	
FORM 990-A REQUIRED	ACCOUNTING PERIOD ENDING
[X] YES [ ] NO	June 30

Civitan International Foundation
115 North 21st Street
Birmingham, Alabama

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

A. J. O'Donnell, Jr.

A. J. O'DONNELL, JR.
District Director

Civitan International Foundation
Federal TAX ID # 63-6052990

0000027 03/16/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012690613C-5	03/31/2016	03/31/2021	501(C)(3) ORGANIZATION

This certifies that

CIVITAN INTERNATIONAL
1 CIVITAN PL
BIRMINGHAM AL 35213-1983

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pensacola Civitan Club, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 9277

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL 32513

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	7	7	1	6	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Michael Bonnett | **Date ▶** 16 Jan 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15739 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/07/2019
Issue: Request to add Escambia County Library System sites to the USDA Summer Feeding Program
From: TODD HUMBLE, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the USDA Summer Feeding Program in Escambia County - Todd Humble, Library Services Director

That the Board grant approval for the West Florida Public Library System to operate the free United States Department of Agriculture (USDA) summer meal service for children in areas of Escambia County.

BACKGROUND:

The Summer Food Service Program (SFSP) ensures that low-income children continue to receive nutritious meals when school is not in session. This service is offered at no cost to the communities it serves. Escambia County Library Services, in partnership with the 501(c)(3) Feeding the Gulf Coast, provided 2,264 meals to children who otherwise may not have had one during the summer of 2018 at our libraries. This program was operated at the Pensacola Library, Molino Branch Library, and the Century Branch Library along with the Quintette, Carver Park, Wedgewood, Brownsville, and Ebenwood Community Centers.

BUDGETARY IMPACT:

No Escambia County funds are used to provide the actual meals. The meals are funded by the USDA (United States Department of Agriculture) distributed thru Feeding the Gulf Coast. Staff time will be utilized in cooperation with volunteers to insure the meals are only provided to children. All meals are prepackaged and the required USDA training is provided at no charge on site prior to the program being launched.

LEGAL CONSIDERATIONS/SIGN-OFF:

Escambia County legal department has been provided the details of the program.

PERSONNEL:

Library Services personnel will run the program. All three sites requested will offer hot lunches Monday thru Friday.

POLICY/REQUIREMENT FOR BOARD ACTION:

Because this will be a County operated program, approval of the Board is sought.

IMPLEMENTATION/COORDINATION:

Library Services will run the program over the summer of 2019 begining May 28th and ending August 2nd.

Attachments

Summer Feeding Info



The Summer Meals Program

Summer means no school—but it may also mean no lunch for children in our 24-county service area. To help fill this gap, we offer the Summer Meals Program, funded by the USDA. This program provides free summer meals to children ages 18 years and under. Sites involved in this program serve breakfast, lunch, and/or snacks to children in their community.



SAMPLE MEAL

Requirements to Participate

- Sites must be open to all children 18 years old or younger.
- Sites must obtain a health department food inspection, which is arranged by the food bank.
- Sites can choose the preferred days, times, and meals to serve. Meals can be served outside.
- This program is completely free for sites to participate in. The food bank provides all of the materials and food needed for the program and delivers meals daily to the site. No cooking is needed for this program. All meals and snacks arrive ready to serve.
- Site's responsibilities include: Attend a Feeding the Gulf Coast Summer Food training class, have someone onsite for deliveries, complete and submit daily meal count paperwork, and serve the children.

CONTACT:

Jessica Leggett, *Florida Child Nutrition Programs Manager*
Phone: (850) 626-1332 ext. 2103 | E-mail: jleggett@feedingthegulfcoast.org

FEEDING® THE GULF COAST
MEMBER OF FEEDING AMERICA
This institution is an equal opportunity provider and employer.

visit: *https://feedingthegulfcoast.org/summer-feeding-program/*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15686 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/07/2019
Issue: Nationwide 457 Agreement Amendment
From: ERIC KLEINERT, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Nationwide 457 Amendment Options - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal review and sign-off, one of the following three Nationwide 457 amendment options:

A. Option One: Guaranteed Minimum Interest Rate (GMIR) for 2019 @ 3.0% and lowers by 0.5% in 2020-2021 and then by 1.0% in 2022. Active employees have a 20% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.5% for the remainder of 2019 and market based starting in 2020;

B. Option Two: GMIR will follow the same sliding scale as Option One. Active employees have a 40% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.4% for the remainder of 2019 and market based starting in 2020; or

C. Option Three: Existing balances in the current Fixed Contract will remain at a 3.5% GMIR. All new contributions to the Fixed Contract will be established with a GMIR of 1.0% and a Crediting Rate of 1.2%. The Crediting rate is subject to change with the market beginning in 2020. New funds can also be placed in the existing Default Investment Alternative (DIA). Participants must elect a new option. Retirees maintain 100% liquidity; and

D. Approve, if “Option 1” or “Option 2” is selected, the Supplemental Fee Structure of the Nationwide 457 Agreement Amendment (for Deferred Compensation Services).

BACKGROUND:

The amendment to the Nationwide 457 agreement will become effective the first quarter of 2019. This is a required change by Nationwide in regard to the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract. Currently, our Guaranteed Minimum Interest Rate is 3.5%. Nationwide is making a mandatory change to lower the GMIR; which will help to better align with the market and reduce the mandatory reserve funds, allowing Nationwide to offer more valuable retirement plans. The Crediting Rate, the annual effective yield to participants, is currently 3.5% and is guaranteed to remain as such for the year. Starting 2020 the Crediting Rate is determined by the market. Should the Crediting Rate decrease; it cannot go below the GMIR. Nationwide has been slowly implementing this plan over the last five years, nationally.

Nationwide has given Escambia County three options to choose from regarding the lowered GMIR. If no action is taken, contributions will no longer be accepted.

Our options are as follows:

Option One: GMIR for 2019 @ 3.0% and lowers by 0.5% in 2020-2021 and then by 1.0% in 2022. Active employees have a 20% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.5% for the remainder of 2019 and market based starting in 2020.

Option Two: GMIR will follow same sliding scale as Option One. Active employees have a 40% liquidity of funds. Retirees remain with 100% liquidity. Crediting Rate is 3.4% for the remainder of 2019 and market based starting in 2020.

Option Three: Existing balances in the current Fixed Contract will remain at a 3.5% GMIR. All new contributions to the Fixed Contract will be established with a GMIR of 1.0% and a Crediting Rate of 1.2%. The Crediting rate is subject to change with the market beginning in 2020. New funds can also be placed in the existing Default Investment Alternative (DIA). Participants must elect a new option. Retirees maintain 100% liquidity.

Nationwide is also offering the following amendment for the Supplemental Administration Fee Structure to options 1 and 2 above: Escambia County's current Administration Fee structure (administrative fees) for the fixed mutual funds is at 0.0 and will remain as such in the supplemental option. Escambia County's current Fee structure (administrative fees) for the variable mutual funds is at 0.8, 0.55, or 0.45 dependent upon which investment the employee selects. With the supplemental option selection these basis points will be decreased to 0.3, 0.1, or 0. This is allowable due to the lowered mandatory reserve.

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

backup 030719

Nationwide®
is on your side

NACo

Dear LORRAINE HUDSON,

RE: ESCAMBIA COUNTY FLORIDA

Nationwide is proud to partner with the National Association of Counties and state associations of counties to provide county employees with a 457(b) Deferred Compensation Program. Our goal is to help America's workers prepare for and live in retirement.

One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side®* service experience to you and your participants.

We've recognized a need to change the Guaranteed Minimum Interest Rate of the fixed annuity contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the *Guaranteed Minimum Interest Rate Change: Explanation of Options* and take the associated actions by 2/1/2019. As Plan Sponsor, you have a responsibility to make decisions on behalf of the Plan regarding products and features available to your Plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,
Nationwide Retirement Solutions

Matthew D. Chase
Executive Director
National Association of Counties

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively 'Nationwide') have endorsement relationships with the National Association of Counties. More information about the endorsement relationships may be found online at www.nrsforu.com. Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17216AO-NX (10/18)

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Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents can be found in the enclosed folder.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest rate annually on the following schedule:

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

The contract's quarterly Crediting Rate[1] will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance.

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the per participant exchange and transfer limit is also increased from 20% to 40%.

The contract's quarterly Crediting Rate will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

3) Option Three (*Default Option*)

The existing balance in your current Fixed Contract will maintain the current GMIR for these existing balances only, unless otherwise agreed to by Nationwide and the Plan Sponsor. New contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. This change will be effective 2/1/2019.

Accordingly, you will need to provide direction for your participants' future allocations to replace their current Fixed allocation. Two options are available. If this option is chosen, you will also need to select a sub-option:

A. Continue to offer Nationwide Fixed Contract. An application for a new Fixed contract is enclosed. This contract will be established with an initial Crediting Rate of 1.2% and a 1.0% GMIR.

B. Utilize the Plan's existing Default Investment Alternative (DIA). If the Participant does not elect a new investment to replace the Fixed option, it will be treated as if no investment direction has been given and the Default Investment Alternative will be used for future contributions. Your plan's current fund lineup can be viewed online at www.nrsforu.com.

Please Note: if you do not take action, you are electing to place those participant allocations in your existing DIA. The participants will be notified of the change so that they may have the opportunity to change their allocation.

[1]The Crediting Rate is the interest rate credited as an annual effective yield.



FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the GMIR to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

What is a Guaranteed Minimum Interest Rate?

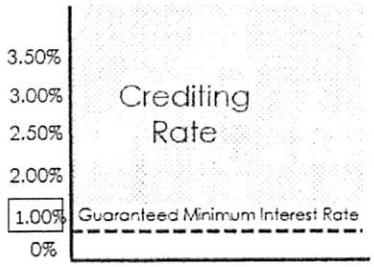
The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a rate of return less than the GMIR.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 1.0%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate. See the graphic below:



What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

The following applies to Options 1 or 2 only:

When will the change to the GMIR be effective for Options 1 and 2?

This adjustment will begin in the first quarter of 2019, meaning participants with assets invested in the fixed annuity contract will still receive their current GMIR throughout 2018. Additionally, the GMIR will step down over a period of five years, giving participants ample time to evaluate future asset allocation decisions. Please refer to the Guaranteed Minimum Interest Rate Amendment: Option Sheet for an illustration of the schedule.

What is the schedule of the GMIR step down?

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

Please note: reducing the GMIR may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will gradually step down the GMIR to 1.0%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the GMIR.

What is the exchange and transfer limit under Option 2? *(note: appropriate language will populate for the plan)*

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.

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Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ESCAMBIA COUNTY FLORIDA
Entity Number: 0039257001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/2019.

[___] **Option One: Crediting Rate**
- Return Signed Options Form
- Return Signed Amendment

[___] **Option Two: Increased Participant Level Exchange and Transfer Limit**
- Return Signed Options Form
- Return Signed Amendment

Please Note: if you do not take action, you are electing to place those participant allocations in the most conservative investment option in the plan's core fund line up. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

OPTION 1

Or

OPTION 2

REQUIRED DOCUMENTS

Plan Sponsor Signature **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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PNM-17094AO (05/18)

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ESCAMBIA COUNTY FLORIDA
Entity Number: 0039257001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/2019.

OPTION 3

REQUIRED DOCUMENTS

[___] **Option Three: New Investment Option**
Select a sub-option:

[___] **A. Sign a new Nationwide Fixed Application**

- Return Signed Options Form
- Return Signed Nationwide Fixed Application

[___] **B. Use existing Default Investment Alternative or name a new default investment option**

- Return Signed Options Form

Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

Plan Sponsor Signature **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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February 27, 2019

Escambia County, FL
Eric Kleinert – Human Resource Director
221 Palafox Place, Ste. 200
Pensacola, FL 32502

Re: Escambia County, FL 457 Deferred Compensation Services

Dear Mr. Kleinert,

Nationwide deeply values its long-standing relationship with Escambia County and we welcome the opportunity to expand our outstanding service for your employees while partnering with you to address all of your 457 plan administration needs.

As part of our commitment to the County and its participants, Nationwide is pleased to offer the following Plan Enhancement option:

Pricing Scenario	Pricing Structure
Revenue Requirement – All Assets – includes IRON Financial, LLC as 3(38)	24 basis points on all Plan Assets
New Pricing – Without IRON	0/10/30 on Variable Assets

This pricing above is contingent maintaining the Nationwide Guaranteed Fund as an option in the plan, and on Escambia County selecting either "Option 1" or "Option 2" of the new Guaranteed Minimum Interest Rate schedules proposed to the County. The schedule is provided below.

2019	2020	2021	2022	2023
3.5%	2.5%	2.0%	1.0%	0.5%* (or state minimum if greater)

Please feel free to contact Chris Whitlock with any questions you may have on our offer.

Sincerely,

Lou Moreno
Regional Vice President

cc: Christ Whitlock, Program Director
Sarah Carlo, Relationship Consultant

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15783 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/07/2019
Issue: Santa Rosa Island Authority Lease Renewal - 906 Ariola Drive
From: AMY LOVOY, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of a Lease at 906 Ariola Drive in Pensacola Beach by the Santa Rosa Island Authority Board of Directors - Amy Lovoy, Interim County Administrator

That the Board approve or deny the renewal of a "perpetual" lease at 906 Ariola Drive, Pensacola Beach, Florida (Property Ref. No. 282S262150008004), as approved by the Santa Rosa Island Authority Board of Directors on February 13, 2019. Per Chapter 79-456 F.S., the Board of County Commissioners has veto power over the SRIA Board within 30 days of any substantive action taken regarding changes in land use and leases.

BACKGROUND:

For financing purposes, the lender of a prospective buyer of the leasehold prompted this request for a renewal by the current leaseholders Brian and Adrienne Paugoulatos for an additional 99 years. The lessee pays ad valorem taxes on both the improvements and the land and also notified SRIA of the intention to renew within the required timeframe prior to the expiration of the original term, per correspondence from the SRIA Board. The language in the lease is that of a "perpetual" nature per Section 14 of the lease, which reads as follows:

(14) In event lessee shall fully perform all the terms, provisions and conditions on his part to be performed for the full term of this lease, lessee shall have the right and privilege at his election to renew this lease for a further term of 99 years, by giving the Authority written notice of such election to renew not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Per Chapter 79-456 F.S., the Board of County Commissioners has veto power over the SRIA Board within 30 days of any substantive action taken regarding changes in land use and leases.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SRIA Correspondence re 906 Ariola Drive Lease Renewal

F.S. 79-456 - BCC Veto Power of SRIA

Lease - 906 Ariola Drive

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Karen Sindel
Chairwoman

Janice Gilley
Vice Chairwoman

Brigette Brooks
Secretary Treasurer

Thomas Campanella
Acting Secretary Treasurer

Jerry Watson
Member

Liz Callahan
Member

February 15th, 2019

Hon. Lumon May
Chairman
Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

RE: Lease Renewal for Mr. & Mrs. Paugoulatos, 906 Ariola Drive, Pensacola Beach, Florida

Dear Chairman May:

I am writing to you on behalf of the Santa Rosa Island Authority Board of Directors, who voted on February 13, 2019, at the request of the Mr. & Mrs. Paugoulatos, to renew the lease at 906 Ariola Drive, Pensacola Beach, Florida for an additional term of 99 years. The request for the lease extension was prompted by the lender of a prospective buyer for the leasehold. In order to finance the leasehold purchase, the lender required this lease have at least 35 more years on the term (at the time of the request, there were only 34 years remaining on the lease). We understand that this leasehold pays ad valorem taxes on both the improvements and the land.

The SRIA Board, the SRIA Staff and its attorney carefully analyzed the lease to determine what if any terms were negotiable, particularly the amount of the lease fees and any additional renewals. The language in Section 14 of the attached lease provides as follows:

> In event lessee shall fully perform all the terms, provisions and conditions on his part to be performed for the full term of this lease, lessee shall have the right and privilege at his election to renew this lease for a further term of 99 years, by giving the Authority [SRIA] written notice of such election to renew, not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions as are in the lease contained, including an option for further renewals.

COUNTY ATTORNEYS OFFICE
15 FEB2019
AM11:09

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Karen Sindel
Chairwoman

Janice Gilley
Vice Chairwoman

Brigette Brooks
Secretary Treasurer

Thomas Campanella
Acting Secretary Treasurer

Jerry Watson
Member

Liz Callahan
Member

Mr. & Mrs. Paugoulatos have timely provided the Santa Rosa Island Authority with requisite written notice of their election to renew the Lease for an additional term of 99 years on the like covenants, provisions and conditions as are in the lease including an option for further renewals. The SRIA Board, SRIA Staff and its attorney further concluded that the language of Section 14 of this lease does not afford the Santa Rosa Island Authority the ability to renegotiate the terms of this lease, including but not limited to the lease fees to be paid or the additional lease renewals. Therefore, this lease was renewed for an additional 99 years under like covenants, provisions and conditions as are in the lease including an option for further renewals

Please feel free to contact us if you have any questions about this lease renewal.

Sincerely,

Paolo Ghio

Paolo Ghio
Executive Director
Santa Rosa Island Authority

pc: Hon. Jeff Bergosh County Commissioner, District 1, Escambia County, Fl (Hand mail)
Hon. Doug Underhill, County Commissioner, District 2, Escambia County, Fl (Hand mail)
Hon. Robert Bender, County Commissioner, District 4, Escambia County, Fl (Hand mail)
Hon. Steven Barry, County Commissioner, District 5, Escambia County, Fl (Hand mail)
Hon, Karen Sindel, Chair, Santa Rosa Island Authority Board of Directors (email)
Hon. Janice Gilley, Vice-Chair, Santa Rosa Island Authority Board of Directors (email)
Hon. Brigette Brooks, Secretary/Treasurer, Santa Rosa Island Authority Board of Directors(email)
Hon. Thomas Campanella, Board Member, Santa Rosa Island Authority Board of Directors (email)
Hon. Jerry Watson, Board Member, Santa Rosa Island Authority Board of Directors (email)
Hon. Liz Callahan, Board Member, Santa Rosa Island Authority Board of Directors (email)
Amy Lovoy, Interim Administrator, Escambia County, Fl (Hand mail)
Alison Rogers, Attorney, Escambia County, Fl (Hand mail)
Michael J. Stebbins, Attorney, Santa Rosa Island Authority (email)

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
17-0768-500	B		282S262150008004

PROPERTY ADDRESS:
906 ARIOLA DR

EXEMPTIONS:
HOMESTEAD EXEMPTION

PAUGOULATOS BRIAN L & PAUGOULATOS
ADRIENNE M
TRUSTEES FOR
906 ARIOLA DR
PENSACOLA BEACH, FL 32561

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	1,424,327	50,000	1,374,327	9,093.23
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	1,424,327	25,000	1,399,327	2,973.57
BY STATE LAW	4.2000	1,424,327	25,000	1,399,327	5,877.17
WATER MANAGEMENT	0.0338	1,424,327	50,000	1,374,327	46.45
M.S.T.U. LIBRARY	0.3590	1,424,327	50,000	1,374,327	493.38

TOTAL MILLAGE 13.3343

AD VALOREM TAXES $18,483.80

LEGAL DESCRIPTION

LTS 8 & 9 BLK 4 VILLA SEGUNDA PB 3 P 80 OR 6999 P 1462 OR 7435 P 815 SHEET 11

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
BB BEACH FIRE		201.38
BZ BEACH MSBU		212.12

NON-AD VALOREM ASSESSMENTS $413.50

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $18,897.30

If Paid By	Nov 30, 2018				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
17-0768-500
PROPERTY ADDRESS
906 ARIOLA DR

PAUGOULATOS BRIAN L & PAUGOULATOS
ADRIENNE M
TRUSTEES FOR
906 ARIOLA DR
PENSACOLA BEACH, FL 32561

Paid 11/07/2018 Receipt # 185-18-00296298 $18,141.41 Effective Date 11/06/2018 Paid By

Became a law without the Governor's approval.

Filed in Office Secretary of State July 3, 1979.

CHAPTER 79-457

House Bill No. 1540

An Act relating to Escambia County; amending section 3(a) of chapter 24500, Laws of Florida, 1947, as amended, empowering the board of county commissioners of the county to veto actions taken by the Santa Rosa Island Authority; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (a) of Section 3 of chapter 24500, Laws of Florida, 1947, as amended by chapter 70-680, Laws of Florida, is amended to read:

Section 3. (a) The county commissioners are authorized and required to delegate to and vest power and authority in a board hereinafter provided for, to be known as Santa Rosa Island Authority, to exercise, do and perform all of the authority, powers, duties, acts and things herein granted to, vested in, or authorized to be exercised by the county or county commissioners, which shall include the power and authority herein granted to or vested in said county commissioners to lease the island from time to time, in whole or in part or parts to purchase, construct, extend, improve, own, maintain, insure and operate, either itself or by contract or lease with individuals, firms or corporations, all of the bridges, buildings, structures, facilities, projects, developments, streets, playgrounds, installations, utilities, properties, establishments and things mentioned in this act; to acquire, sell and dispose of property; to fix and collect tolls, rents, revenues and profits, to advertise the island; to adopt and enforce building codes and health, sanitation and safety rules and regulations, and regulations generally; and to enter into leases and contracts. The foregoing enumeration of specific powers and authority shall not be held to limit or restrict in any manner the delegation to and vesting in said authority of all of the authority, powers and duties granted to or vested in said county or county commissioners by this act. Provided, however, that the county commissioners shall retain the power and are empowered to veto within thirty (30) days any substantive action taken by the Santa Rosa Island Authority involving changes in land use or the making or amending of commercial or developmental leases pursuant to this act. Provided, further, that any power or authority that cannot be lawfully delegated to and vested in said authority by the county commissioners, and the power and authority to issue revenue bonds or certificates and to acquire property by condemnation shall remain exclusively in the county commissioners and the county commissioners are authorized and empowered to exercise all such powers and authority; and provided further, that the authority shall be required to prepare and develop a comprehensive land use plan for the future development of Santa Rosa Island. The authority shall be required to hold a public hearing, after notice and publication of said hearing in a newspaper of general circulation in the county once a week for two (2) consecutive weeks, on the proposed land use plan prior to the adoption of the proposed plan of development. After the adoption of

the land use plan, the future development plan shall not be final or become effective until approved by the board of county commissioners of Escambia County. The land use plan may be altered, changed or amended only in accordance with the procedure as provided for in its original adoption; provided, however, the board of county commissioners shall have the sole power to convey, upon duly passed resolution of the said board, up to seven and one half (7 1/2) miles of the following described lands to the appropriate federal agency for inclusion in the land envisioned in the Gulf Islands National Seashore Act:

> For the East boundary, commence at the West property line of the Plat of Navarre Beach, Escambia County, Florida, residential Section 1, sheet three of three according to plat filed in Plat Book 5 at page 91 of the public records of Escambia County, Florida, to the East line of Santa Rosa Villas, a subdivision recorded in Plat Book 7 at page 49 of the public records of Escambia County, Florida as a Western boundary.

Section 2. This act shall take effect upon becoming law, and shall apply to all actions of the Santa Rosa Island Authority taken after the effective date of this act.

Became a law without the Governor's approval.

Filed in Office Secretary of State July 3, 1979.

CHAPTER 79-458

House Bill No. 1498

An act relating to the Cities of Fort Lauderdale and Oakland Park, Broward County; contracting the corporate limits of the City of Fort Lauderdale; extending and enlarging the corporate limits of the City of Oakland Park; apportioning the existing indebtedness with respect to such property; prescribing the liability of the property for municipal taxes; apportioning municipal taxes due on the property; providing for the preservation of contractual rights; providing for zoning in the territory embraced in the extension; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The present corporate limits of the City of Fort Lauderdale, Broward County, are hereby contracted by the deletion of the following described lands from its territory, to wit:

> That portion of the West one-half (W 1/2) of the Southeast one-fourth (SE 1/4) of Section 18, Township 49 South, Range 42 East, lying South of Commercial Boulevard; and that portion of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of Section 18, Township 49 South, Range 42 East, lying South of Commercial Boulevard;

1312.5

REVISED – JUNE, 1954

JUN 03 1991 OR BOOK 3009 PG 363

SANTA ROSA ISLAND AUTHORITY

Residential Lease

THIS LEASE AGREEMENT entered into by and between Santa Rosa Island Authority, herein called Authority, as an agency of Escambia County, Florida, and William Marx, V. Hugo Marx and V. Hugo Marx, Jr., address: 222-3 Brown Marx Building, Birmingham 3, Alabama, herein called lessee, whether singular or plural,

WITNESSETH:

(1) The Authority does hereby grant, demise and lease to the lessee, in consideration of the rents and covenants herein reserved and contained, certain property on Santa Rosa Island, in Escambia County, Florida, described as follows:

Units 8 and 9, Block 4 of "Villa Segundo" on Santa Rosa Island in Escambia County, according to Deed Book 3 at Page 80, of Said County, State of Florida.

To have and to hold the said premises unto the lessee for and during the full term and period of 99 years from the 1st day of January, 19 55, or until sooner terminated as herein provided.

(2) Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of $ 325.00, payable annually in advance, receipt of the first year's rental being hereby acknowledged.

(3) The above described property is leased to lessee as residential property for the purpose of constructing and maintaining a beach home or seasonal or permanent residence thereon. Lessee covenants and agrees at his own cost and expense to erect and complete a dwelling house on said property, according to and in conformity with plans to be approved by the Authority. Visible commencement of construction shall begin not later than 18 months from date, and said building shall be completed not later than 24 months from date, unless the times so fixed are extended for good cause by the Authority.

(4) Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the lessee shall forthwith vest in said Escambia County, subject, however, to the term of years and option to renew granted to lessee by the terms of this lease. In event lessee shall not commence or complete the building or buildings herein required to be constructed within the times provided, and if the Authority shall give lessee written notice to forthwith commence or complete the same by a date specified in such notice, which shall be at least sixty (60) days from the date of the giving of such notice, and if the lessee shall fail to commence or complete said building or buildings on or prior to the date so specified, then and thereupon the terms of this lease shall cease on the date specified in said notice, in the same manner and with the same effect as if that were the expiration of the original term of this lease without option or right to renew the same.

(5) In event of damage to or destruction of any building herein required to be constructed on the demised premises by fire, windstorm, water or any other cause whatsoever, lessee shall at his own cost within a reasonable time repair or rebuild such building so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of this lease.

(6) This lease and the demised premises are expressly subject to and bound by the covenants and restrictions applicable to property on the said Island dated February 10, 1949, and recorded in Deed Book 294, at Page 303, of the records of said county, and the said covenants and restrictions are all made a part hereof as if fully set forth herein.

D.S. PD. $ 55

DATE 5/23/91

JOE A. FLOWERS, COMPTROLLER

BY: _____ D.C.

CERT. REG. #59-2043328-27-01

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(7) The lessee, if required by the Authority, shall exclusively use, at such reasonable rates or charges as may be fixed or approved by the Authority from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Authority or by others under agreement with or license or permit from the Authority, including without limitation the following: Electricity, gas, water, telephone and telegraph, sewerage and garbage collection or disposal. The reasonableness of rates fixed by the Authority shall aways be subject to judicial review.

(8) Lessee further covenants and agrees as follows:

(a) Not to use or occupy the demised premises for any purpose or business other than herein specified, nor permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the Authority.

(b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the demised premises.

(9) The Authority further covenants and agrees that if the lessee shall pay the rent as herein provided and shall keep, observe and perform all of the other covenants of this lease to be kept, observed and performed by the lessee, the lessee shall peaceably and quielty have, hold and enjoy the said premises for the term aforesaid.

(10) In case any portion of the rental remains unpaid for the space of thirty (30) days after the time of payment herein fixed, or in case the lessee shall default in the performance of or breach any of the other covenants, conditions, terms and provisions of this lease and shall continue in such non-payment, default or breach after thirty (30) days' notice in writing from the Authority, then the Authority, in any such event, may declare this lease terminated and may take possession of the demised premises and all the improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of the lease had expired without any option or right to renew the same.

(11) Upon the expiration or sooner termination of this lease lessee shall be allowed a period of fifteen (15) days in which to remove all of his personal property, including such furnishings and fixtures installed by the lessee as may be removed without injury to the land and improvements; and lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit.

(12) No failure, or successive failures, on the part of the Authority to enforce any covenant or agreement, or no waiver, or successive waivers, on its part of any condition, agreement, covenant or provision herein shall operate as a discharge thereof or render the same invalid, or impair the right of the Authority to enforce the same in event of any subsequent breach or breaches. The acceptance of rent by the Authority shall not be deemed a waiver by it of any earlier breach by the lessee, except as to such covenants and conditions as may relate to the rent so accepted.

(13) This lease may be assigned, mortgaged, pledged or transferred. Each and all of the provisions, agreements, covenants and conditions of this lease shall extend to, and shall bind and be obligatory upon, or inure to the benefit of, the successors, personal representatives, heirs and assigns of the parties. So long as a mortgagee keeps on file with the Authority a proper address, notice of any default by the lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the lessee, and this lease may not be terminated for such default until sixty (60) days after notice thereof has been received by such mortgagee, during which period either the mortgagor or mortgagee may make good the default.

(14) In event lessee shall fully perform all the terms, provisions and conditions on his part to be performed for the full term of this lease, lessee shall have the right and privilege at his election to renew this lease for a further term of 99 years, by giving the Authority written notice of such election to renew not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.

IN WITNESS WHEREOF, the said Santa Rosa Island Authority has caused this instrument to be signed by its Chairman, attested by its Secretary, and the seal of the Authority to be affixed hereto; and the said lessee has hereunto set his hand and seal, in duplicate, this 21st day of December, 19 54

SANTA ROSA ISLAND AUTHORITY

ATTEST:

By _____ Chairman

_____ Secretary

WITNESSES (as to Lessee):

X _____ (SEAL)
Lessee

_____ (SEAL)
Lessee

RETAIN IN PAPER FILE

OR BOOK 3009 PG 365

STATE OF FLORIDA
ESCAMBIA COUNTY

Before me, the undersigned Notary Public, personally appeared Philip J. Dunaway, Jr. well known to me and known to me to be the Vice Chairman of Santa Rosa Island Authority, and acknowledged that he executed the foregoing instrument for and in the name of said Authority, as its chairman, and caused its seal to be thereto affixed, pursuant to due and legal action of said Authority authorizing him so to do.

WITNESS my hand and official seal this 21st day of December, 1954.

Esther Jordan
Notary Public

My commission expires:
Notary Public, State of Florida at large
My commission expires Dec. 5, 1955
Bonded by American Surety Co. of N. Y.

THIS INSTRUMENT PREPARED BY:
SANTA ROSA ISLAND AUTHORITY
P.O.BOX 1208
GULF BREEZE, FL 32562

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA.

MAY 23 4 51 PM 1961

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15731 **County Attorney's Report 14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/07/2019
Issue: Approval of Proposed Settlement of Workers' Compensation Claims Brought by Gerald Frymire
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Gerald Frymire.

That the Board approve a proposed settlement in the sum of $45,000.00 payable to Gerald Frymire in exchange for a complete resolution of all claims for Workers' Compensation benefits. The County would be responsible for payment in full of the settlement.

BACKGROUND:

The claimant is a 74-year-old male who was formerly employed by the County as a Corrections Officer. On November 13, 1995, Mr. Frymire was involved in an accident in the course and scope of his employment while lifting a disabled inmate from a bathtub into a wheelchair. He sustained significant injury to his neck and a lesser injury to his lower back. Both the accident and resulting injuries were determined to be compensable and benefits have been provided under the Workers' Compensation Act.

Since the accident, Mr. Frymire has undergone extensive medical treatment. He has been diagnosed with cervical spondylosis, degenerative disc disease, facet syndrome and spinal stenosis. For the past fifteen years, Dr. Ruben Timmons, a pain management specialist, has provided conservative treatment, consisting of injections, pain medications, including anti-inflammatory medication. In 2017, a new physician took over pain management treatment for Mr. Frymire and added lidocaine topical ointment as well as a TENS unit.

Mr. Frymire has sustained compensable injuries that are still requiring continuing

medical care and is reporting ongoing neck and bi-lateral shoulder symptoms that are consistent with the original trauma. He has averaged over the past three years $6,500.00 per year in medical benefits. Considering his life expectancy, future medical exposure could exceed $65,000.00. Mr. Frymire also has several medical conditions which are unrelated to his original accident, but which complicate treatment and would lead to increased costs in the future. As Mr. Frymire is a Medicare beneficiary, the Center for Medicare and Medicaid Services has approved a Medicare set-aside allocation in the amount of $20,438.00 to account for future medical care.

The parties and their counsel recently negotiated a provisional settlement agreement (wash-out) which would release the County and PGCS from future liability for Workers' Compensation benefits in exchange for a lump sum payment of $45,000.00. As the County's self-insured retention has not been exhausted, the Board would be responsible for payment of this lump sum. The proposed settlement would resolve all claims for Workers' Compensation benefits stemming from the November 13, 1995 accident. Mr. Frymire would also execute a general release which would include a separation agreement and waiver of any further employment-related claims that he may have against the County. Brian T. Hanley, our retained insurance counsel, has recommended that the proposed settlement be approved in light of the anticipated and substantial exposure for future medical claims.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15730 **County Attorney's Report 14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 03/07/2019
Issue: Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ron Heilman
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ron Heilman.

That the Board approve a proposed settlement in the sum of $25,000.00 payable to Ron Heilman in exchange for a complete resolution of all claims for Workers' Compensation benefits. The County would be responsible for payment in full of the settlement.

BACKGROUND:

The claimant is a 59-year old male who was formerly employed as an equipment operator by the County. On February 13, 2003, Mr. Heilman was involved in an accident in the course of his employment when he was struck by a tree. Mr. Heilman sustained severe injuries to his right upper leg and knee along with several other minor injuries. Given the circumstances, the accident and the resulting injuries were deemed compensable and medical and indemnity benefits have been provided.

Mr. Heilman was seen by Dr. William Smith, an orthopedic surgeon, who diagnosed a comminuted fracture of the right femur and subsequently performed open reduction and internal fixation surgery which included placement of hardware. Even after the surgery, Mr. Heiman continued to have pain. He underwent a second surgical procedure to remove two of the implanted screws. From the second surgery, he developed an infection and required an extended course of antibiotic therapy. After completion of this therapy, Dr. Smith determined that Mr. Heilman had reached maximum medical improvement and gave him a 2% impairment rating attributed to post-traumatic arthritis and residual

pain.

Over the past fifteen years, Mr. Heilman has periodically sought ongoing medical treatment both here and in Tennessee where he relocated in 2009 when he resigned his employment from Escambia County. His Tennessee doctor diagnosed a medial meniscus tear in the knee of the leg that was broken and has causally linked the tear to the trauma he received. His Tennessee doctor has also determined that it may be necessary to remove more of the hardware from the initial surgery.

The parties and their counsel recently negotiated a provisional settlement (wash-out) releasing Escambia County and PGCS from future liability for Workers' Compensation benefits in exchange for a lump sum payment of $25,000.00. As noted above, the County would be entirely responsible for payment of his lump sum. However, the proposed agreement would fully and finally resolve any and all claims for medical benefits, indemnity benefits, attorney's fees, and costs. Mr. Heilman would also execute a general release, which would include a separation agreement, and a waiver of any other employment-related claims that he may have against the County. Brian T. Hanley, retained insurance counsel for the County, has recommended that the Board approve the proposed settlement.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15754 **County Attorney's Report 14. 3.**
BCC Regular Meeting **Action**
Meeting Date: 03/07/2019
Issue: Proposed Settlement of ADA and Section 504 Claims brought in Walter Joseph Beckman v. Escambia County, Case No. 3:18-cv-2189-MCR/EMT
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Proposed Settlement of ADA and Section 504 Claims brought in Walter Joseph Beckman v. Escambia County, Case No. 3:18-cv-2189-MCR/EMT.

That the Board take the following action:

A. Authorize the Chairman to sign the settlement agreement and release in which the Board will be paying Mr. Beckman and his attorneys the sum of $14,800.00 for attorney's fees and any alleged damages suffered by Plaintiff; and

B. Authorize the County Attorney's Office to sign the joint stipulation for dismissal with prejudice once the Board approves the settlement agreement and release.

BACKGROUND:

Walter Joseph Beckman initiated a lawsuit against Escambia County claiming that its website at www.myescambia.com was inaccessible to blind and low-sighted individuals in violation of Title II of the Americans With Disabilities Act, 42 U.S.C. §§ 12131 *et seq*. (Title II) and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Title II of the ADA prohibits local governments from excluding qualified individuals with a disability from participation in or the benefits from services, programs or activities of the local government. Although there are numerous District Court decisions granting motions to dismiss of claims by blind persons as to website accessibility, those decisions concern Title III and access to public accommodations through websites. There are no "on point" Eleventh Circuit opinions construing Title II as

to local governments and the issue of website accessibility by blind or low-sighted persons.

A recent decision of the U.S. District Court, Southern District of Florida, has held that the obligations imposed on local governments under Title II are different that those imposed on private or commercial entities under Title III where access to public accommodations is accomplished through their websites. The district court denied Palm Beach County's motion to dismiss and allowed the case to proceed.

Although this lawsuit presents a close question as to whether the County excluded Mr. Beckman from participating in a government activity, the settlement agreement and release allows for the County to limit its exposure to attorney's fees and expert witness costs should Judge Rodgers disagree with the County's position. In addition, the settlement agreement gives the County until December 31, 2019 to make its website accessible to blind and low-sighted persons for documents that are posted on the website subsequent to December 31, 2019. It appears that the Information Technologies and Community and Media Relations Departments have been working hard to make the County's website accessible to blind and low-sighted persons for several months, even prior to the lawsuit. Department representatives have reviewed the accessibility measures as set forth in paragraph 15 of the agreement and have communicated their understanding that the measures are reasonable and can be complied with by December 31, 2019.

Therefore, it is the recommendation of this office that the Board of County Commissioners authorize Chairman May to execute the settlement agreement and release, authorize payment of the monies set forth in the settlement agreement and release and authorize the submission of a stipulation for dismissal with prejudice to the U.S. District Court for entry of an order of dismissal with prejudice.

BUDGETARY IMPACT:

Payment will be made from the 501 Internal Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney Charles V. Peppler has reviewed the Settlement Agreement and Release and approved it as to form and content.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement and Release

DocuSign Envelope ID: 4FA88C56-FF6B-4997-99D0-20D8F07598D6

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between Plaintiff WALTER JOSEPH BECKMAN ("Plaintiff"), and Defendant ESCAMBIA COUNTY, FLORIDA ("Defendant"). For purposes of this Agreement, Plaintiff and Defendant shall be referred herein as the "Parties," and individually, as a "Party." The Agreement is effective on the date last signed by the Parties (the "Effective Date").

This Agreement is made as a compromise between the Parties for the complete and final settlement of all of their claims, differences, and causes of action as follows and is not to be considered, in any way, as an admission of any violations alleged by Plaintiff:

RECITALS

WHEREAS, Plaintiff initiated a lawsuit against Defendant in the United States District Court for the Northern District of Florida (the "Court"), Civil Action No. 3:18-CV-02189-MCR-EMT entitled *Walter Joseph Beckman, v. Escambia County, Florida* (the "Lawsuit") claiming violations of Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131 *et seq.* ("Title II of the ADA") and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504") in connection with the website www.myescambia.com (the "Website");

WHEREAS, Defendant disputes the allegations in the Lawsuit and expressly denies that the Website violates Title II of the ADA, Section 504 or any other comparable regulation or statute; and

WHEREAS, by entry into this Agreement, Defendant does not admit any wrongdoing or liability, however, to avoid further costs, burdens, and distractions of litigation, the Parties now desire to settle fully and finally any and all individual claims alleged or that could have been alleged in a complaint filed in any legal, judicial, administrative, or regulatory forum;

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NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises, covenants and undertakings contained herein and incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties HEREBY agree to the following terms and conditions as a full and complete settlement of the Lawsuit and any and all claims related to the allegations made in the Lawsuit:

1. **Recitals.** The aforementioned Recitals are incorporated into this Agreement.

2. **General Release.** In consideration for Defendant entering into this Agreement, and for such other good and valuable consideration received from Defendant, the receipt and sufficiency of which is hereby acknowledged, the Plaintiff, on behalf of Plaintiff and any of Plaintiff's agents, employees, representatives, attorneys, assigns, heirs, executors, trustees, and partners, along with anyone claiming by or through them (collectively, the "Releasing Persons"), hereby fully releases, acquits, satisfies, and forever discharges Defendant, together with Defendant's parent, subsidiary, and affiliate corporations; their respective past, present, and future officers, directors, servants, employees, agents, attorneys, commissioners, members and constituents, and other representatives (collectively, the "Released Parties") from any and all claims, demands, liabilities, debts, judgments, expenses, actions, causes of action, and suits of any kind whatsoever, for reimbursement of attorneys' fees, costs, expert fees, litigation expenses, and damages, including any compensatory, punitive, and any other damages, if any, and all other legal responsibilities arising from or relating to the allegations made in the Lawsuit, and Releasing Persons' alleged visits to the Website existing as of the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, or actual or potential, including, without limitation, those pursuant to Title II of the ADA, Section 504 or equivalent federal, state or local law, including any violation of any United States, state, or local

law or in equity regarding acts or omissions by the Released Parties prior to the Effective Date of this Agreement (collectively, the "Released Claims").

3. **Attorneys' Fees, Costs, Expenses, and Payments.** As a full and complete compromise and settlement of all Released Claims, Released Parties shall pay, and Releasing Persons agrees to accept the total sum of Fourteen Thousand Eight Hundred and 00/100 Dollars ($14,800.00) (the "Settlement Payment") as payment in full. Allocation of the Settlement Payment is as follows: (a) Thirteen Thousand Eight Hundred and 00/100 Dollars ($13,800.00) for Releasing Persons' attorneys' fees, expert fees, court cost, and other associated expenses; and (b) One Thousand and 00/100 Dollars ($1,000.00) for Releasing Persons' alleged damages, if any, and general release. The Settlement Payment (a) is the result of good-faith negotiations conducted by and between the Parties; (b) represents the sole consideration for the release of the Released Claims; and (c) constitutes fair and reasonable consideration for the release of any and all Released Claims.

The Parties expressly acknowledge and agree that the Settlement Payment is made in satisfaction of any and all claims which were raised, or could or should have been raised in the Lawsuit, by Releasing Persons, whether known or unknown, including without limitation, for Releasing Persons' attorneys' fees, court costs, associated expenses, general releases, damage claims, if any, and any and all other claims relating to the Lawsuit. No later than forty-five (45) days after the Effective Date and upon Released Parties' receipt of an executed copy of this Agreement and an IRS W-9 completed by Scott R. Dinin, P.A., Settlement Payment in a single check and made payable to "Scott R. Dinin, P.A. IOTA" shall be delivered to Scott R. Dinin, P.A., 4200 NW Seventh Avenue, Miami, Florida 33127. Released Parties will issue a 1099-MISC form to Scott R. Dinin, P.A. reflecting the Settlement Payment amount. Scott R. Dinin, P.A. shall

compensate Juan Courtney Cunningham and J. Courtney Cunningham, PLLC from this sum according to any agreement between Scott R. Dinin, P.A. and J. Courtney Cunningham PLLC and Scott R. Dinin, P.A. and shall save and hold harmless Released Parties from any claims or liens for attorney's fees by Juan Courtney Cunningham or J. Courtney Cunningham PLLC.

It shall be Releasing Persons' sole responsibility to pay taxes, if any, on the Settlement Payment. Releasing Persons hereby indemnify, defend, and hold harmless the Released Parties from the assessment of any taxes, interest, and penalties that the IRS or any other taxing authority, court, or tribunal determines should have been paid in connection with any monies paid by Released Parties pursuant to this Agreement.

4. **No Other Proceedings.** Releasing Persons represents that, other than the Lawsuit, Releasing Persons have not filed any charges, complaints, lawsuits, or other proceedings against the Released Parties relating to the Released Claims with any court or municipal, state, or federal agency charged with the enforcement of any law.

5. **No Knowledge of Potential Claimants.** Releasing Persons represent and warrant that Releasing Persons are unaware of any potential plaintiff, putative class member, or other counsel who intends to make demands or bring litigation based on the Released Claims against the Released Parties. Releasing Persons further represent and warrant that Releasing Persons have not been notified nor otherwise informed of any such intention or consideration thereof.

6. **Covenant Not to Sue.** Releasing Persons covenant that neither Releasing Persons, nor any person or entity acting on Releasing Persons' behalf, will file, charge, claim, sue, encourage, aid or participate in any legal action or administrative proceeding against the Released Parties relating to the Released Claims.

7. **Dismissal with Prejudice.** Releasing Persons shall be prohibited from engaging in the following activities in the above-referenced lawsuit: (1) amending the above-referenced lawsuit to seek class action status; (2) filing a motion for summary judgment; and (3) seeking a trial. Within seven (7) days from the Effective Date of this Agreement, the Releasing Persons shall file with the Court a stipulation of dismissal of the Lawsuit with prejudice, in the form attached hereto as "Exhibit A". The Parties further agree that this Agreement shall not be filed with the Court, except as necessary for enforcement purposes, or unless otherwise required by the Court.

8. **Invalidation.** If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall remain in full force and effect, provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters set forth herein and supersedes in its entirety any and all agreements and communications, whether written or oral, previously made in connection with such matters. Any agreement to amend or modify the terms or provisions of this Agreement must be in writing and executed by both of the Parties hereto. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the Party against whom such waiver is charged.

10. **Non-Admission of Liability.** This Agreement is the result of a compromise and settlement and shall never be construed as an admission of any liability, wrongdoing, responsibility, or unlawful conduct by the Released Parties. The Parties acknowledge that this Agreement has been entered into by the Parties to avoid the costs and uncertainty of continued litigation.

11. **Binding Nature of Settlement Agreement.** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each Party and to its respective heirs, administrators, representatives, executors, successors, and assigns.

12. **Authority.** Each Party represents that each person, or authorized counsel, executing this Agreement on its behalf has been authorized to sign on behalf of the respective Party and to fully bind it to the terms of this Agreement and that the respective Parties have the power and authority to perform their respective obligations as provided by this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, Title II of the ADA and Section 504 (where applicable) without regard to principles of conflicts of law. Any suit arising as a result of a breach of this Agreement or relating to enforcement of this Agreement shall be filed in the United States District Court for the Northern District of Florida.

14. **Counterparts.** The Parties agree that this Agreement and any and all other documents in connection with settlement of this matter may be executed in exact counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same instrument. Any signature page delivered by facsimile transmission or e-mail shall be treated in all manner and respects as an original document.

15. **Accessibility Measures.** By December 31, 2019, Released Parties shall use reasonable efforts to ensure that any new PDF content published to the Website is fully accessible to individuals who are visually-impaired, using as a guideline the Web Content Accessibility Guidelines (WCAG) 2.0 Level A, published by the Web Content Accessibility Initiative of the World Wide Web Consortium, unless a lesser degree of website accessibility is articulated through

federal law or by court rule or order. Released Parties is not required to remediate or make accessible documents, including documents in a portable document format (PDF), that existed on the Website prior to December 31, 2019. Reasonable efforts shall not include requiring the Released Parties to undertake efforts whose cost, difficulty or impact on the Released Parties' website-related business operations could constitute an undue financial or administrative burden or fundamental alteration, as defined in Title II of the ADA, to the Released Parties' website-related business operations. The Parties further agree that the Released Parties can link to third-party websites and shall not be responsible for ensuring that third party content or plug-ins that are not owned by the Released Parties, but are otherwise located on or linked to the Released Parties' Website, conform to WCAG 2.0 Level A, and shall not be liable if third party content or plug-ins are inaccessible to individuals with disabilities.

For any perceived breach of this agreement, and as a condition precedent to asserting the same, Releasing Persons shall provide notice in writing as set forth in paragraph 18 herein and provide Released Parties a reasonable time of not less than sixty (60) calendar days to cure any perceived issue with accessibility of information and services contained within Released Parties' Website. If no cure is made by Released Parties within this time period, there will be no breach of this Agreement unless (a) an independent consultant mutually agreed upon by the Parties determines that a person with a visual impairment who has average screen reader competency using a prominent commercially available screen reader such as Jaws, Voiceover, or NVDA in combination with one of the following browsers (in versions of which that are currently supported by their publishers): Internet Explorer, Firefox, Microsoft Edge, Safari and Chrome cannot reasonably access information and services contained within the Released Parties' Website; and (b) the Released Parties fail to remedy the issue using reasonable efforts within a reasonable period

of time of not less than sixty (60) calendar days of receiving the accessibility consultant's opinion. If the independent consultant determines that the reasonable time using reasonable efforts to remedy the items found not to be usable will extend beyond sixty (60) days, then the Parties may agree on a longer period of time so long as the extension is documented in writing and executed by the Parties. If the independent consultant finds that a particular item found not to be usable cannot be remedied using reasonable efforts, the Released Parties shall not be obligated to remedy that item.

If legislation is passed modifying Title II of the ADA or if the United States Department of Justice or any other federal government entity promulgates final ADA Title II regulations regarding website accessibility during the Term of this Agreement, this Agreement shall automatically, without further action by the Parties, be modified such that Released Parties shall be required only to conform the Website to the minimum requirements set forth in any such legislation or regulation within the timeframe for compliance set forth in such legislation or regulation.

16. **Joint Preparation**. The Parties agree that the language in this Agreement expresses their mutual intent, and the resulting document must not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. **Consultation with Counsel**. The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations under this Agreement.

18. **Notices**. All formal letters, notices, requests, demands, and other communications required or permitted to be given to the Parties pursuant to this Agreement shall be in writing,

provided by electronic mail, facsimile, and/or next-day (excluding Saturday and Sunday) express delivery service, and addressed as follows:

For Plaintiff:	Scott R. Dinin, Esq. Scott R. Dinin, P.A. 4200 NW 7th Avenue Miami, FL 33127 Phone: (786) 431-1333 E-mail: inbox@dininlaw.com
For Defendant:	Charles V. Peppler Deputy County Attorney Florida Bar No.: 239739 221 Palafox Place, Ste. 430 Pensacola, FL 32502 (850) 595-4070 Attorneys for Escambia County, FL cpeppler@co.escambia.fl.us

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

PLAINTIFF:

Dated: 1/25/2019

By: DocuSigned by: F8C160AA12C843B...
Walter Joseph Beckman

LAW OFFICES OF SCOTT R. DININ, P.A.

Dated: 1/25/2019

By:
Scott R. Dinin, Esq.
Counsel for Walter Joseph Beckman

J. COURTNEY CUNNINGHAM, PLLC

Dated: 1/22/2019

By:
Juan Courtney Cunningham
Counsel for Walter Joseph Beckman

DEFENDANT:

ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Date: _____

Deputy Clerk

BCC Approved: _____

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"EXHIBIT A"

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

Civil Action Number 3:18-CV-02189-MCR-EMT

WALTER JOSEPH BECKMAN,

Plaintiff,

v.

ESCAMBIA COUNTY, FLORIDA,

Defendant.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the parties through their undersigned counsel that the above-captioned action is dismissed with prejudice pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(ii). The parties further stipulate that each party shall bear its own attorneys' fees, costs and expenses.

Dated this ___ day of _____ 2019.

/s/ Scott R. Dinin
Scott R. Dinin, Esq.
SCOTT R. DININ, P.A.
4200 NW 7th Avenue
Miami, Florida 33127
Tel: (786) 431-1333
Fax: (786) 513-7700
E-mail:
inbox@dininlaw.com
Counsel for Plaintiff

/s/ Juan Courtney Cunningham
Juan Courtney Cunningham
J. Courtney Cunningham, PLLC
10873 S.W. 59th Ct.
Pinecrest, FL 33156-4155
Telephone: (305) 351-2014
Email: cc@cunninghampllc.com
Counsel for Plaintiff

/s/ Charles V. Peppler
Charles v Peppler
Deputy County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Telephone: (850) 595-4970
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Email: cpeppler@co.escambia.fl.us
kcchappell@co.escambia.fl.us
Counsel for Defendant