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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – March 15, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation honoring and congratulating Mrs. Georgia Hadley on reaching the age of 100;

B. The Proclamation proclaiming April 2018 as "DONATE LIFE MONTH" and proclaiming Friday, April 13 as "National Blue and Green Day"; and

C. The Proclamation proclaiming April 2 - April 6, 2018 as "NATIONAL COMMUNITY DEVELOPMENT WEEK".

7. Written Communication

February 22, 2018, communication from Robert H. Steele requesting lien relief for property located at 400 Wayne Avenue.

Recommendation: That the Board review and consider the lien relief request made by Robert H. Steele, owner of property, against 400 Wayne Avenue.

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

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

Mr. Steele submitted a written request dated February 22, 2018, asking to appear before the Board.

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

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

9. 5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road on the Board's own motion.

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

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

B. Adopt the Resolution to Vacate; and

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

10. 5:33 p.m. Public Hearing for consideration of the Petition to Vacate a portion of the Huntington Creek First Addition Plat, as petitioned by Clearwater 102, LLC.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of a subdivision:

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

B. 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 of Vice Chairman to execute them at that time.

11. 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 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, 2017; and

B. The Auditor General version of the Escambia County, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2017.

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

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

A. Approve the Minutes of the Attorney-Client Session held March 1, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 1, 2018; and

C. Approve the Minutes of the Regular Board Meeting held March 1, 2018.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Huntington Creek Second Addition Permit FP# 150900039

That the Board take the following action concerning recording of Huntington Creek Second Addition (a 13-lot, private single family residential subdivision), located in the Beulah Community off Mobile Highway, lying east of Beulah Road. Owned and developed by Clearwater 102, 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; and

B. Approve the street name “Huntington Creek Boulevard.”

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for Student Clinical Training for the provision of certain Emergency Medical Services, as approved by the District Board of Trustees on January 19, 2018:

A. Approve the Interlocal Agreement to enable students in the Paramedic Program to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing the effective date of the Agreement through December 31, 2018, and automatically renewed for 4 successive renewal terms of 1 year each; and

B. Authorize the Chairman to sign the Agreement.

2. Recommendation Concerning the Federal Transit Administration Fiscal Year 2018 Annual Certifications and Assurances for Escambia County - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2018 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Ratify the Assistant County Attorney's signature, dated February 23, 2018, on the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Programs.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 15, 2018 Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the February 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa and Florida Department of Education, Division of Blind Services effective July 1, 2017, through June 30, 2020, and may be renewed for an additional three-year term.

   The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, individuals with barriers to employment, have access to services through the one-stop delivery system.

5. Recommendation Concerning Letters of Support for Transportation Improvements in the Vicinity of the New Beulah Middle School on State Road 10 (Nine Mile Road) - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action:

   A. Authorize the Chairman to sign a Letter of Support for a new traffic signal installation at the Nine Mile Road and Rebel Road Intersection; and

   B. Authorize the Chairman to sign a Letter of Support for a pedestrian / school zone crossing for the new Beulah Middle School and for a full median access for the intersection of Allegheny Avenue and the entrance of the new Beulah Middle School on Nine Mile Road.

6. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board approve the five Request for Disposition of Property Forms for the Public Works Department, listing ten items. The Request Forms have been signed by all applicable authorities.

7. Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Local Four Year Plan Modification - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the CareerSource Escarosa Local Four Year Plan Modification. The plan addresses how the Local Workforce Development Board (LWDB) coordinates service delivery with core programs of the Division of Vocational Rehabilitation and the Division of Career and Adult Education. The plan is based on current and projected needs of the workforce investment system, must identify the education and skill needs of the workforce and the employment needs of the local area.

   Regulations require LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the local area.

   The plan must address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Contract Award for Resolicit Custodial Services for Various County Buildings - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the agreement between Escambia County and American Facility Services, Inc., per the terms and conditions of PD 17-18.014, Resolicit Custodial Services for Various County Buildings, for one year with two one year renewals based on the following:

General Buildings (Facilities Management) - $658,032
Libraries - $111,660
Solid Waste - $23,556
Road Department - $11,940
Tax Collector - $18,960
ECAT - $34,080

General Buildings Additional Area Cleaning Costs as required:
VCT: Strip/Wax (4 coats) - $0.28 per sq. ft.
Ceramic: Scrub - $0.12 per sq. ft.
Carpet Shampoo - $0.14 per sq. ft.
Window Cleaning Exterior(Outside of Scope)- $0.10 per sq. ft.
Window Cleaning Interior (Outside of Scope)- $0.08 per sq. ft.

Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site
Century Library - $175
Genealogy Library - $100
Legion Field - $175
Molino Library - $100
SW Library - $100
Tryon Library - $100
W. Florida Regional Library - $100
Additional Hourly Rate - $12.50

Fund 001, Cost Center 310202, Object Code 53401 (Facilities) $649,332 (Weekly Cleaning) + $29,000 (Additional Services) = $678,332
Fund 501, Cost Center 150112, Object Code 53401 (Employee Health Clinic) $8,700 (Weekly Cleaning) + $1,000 (Additional Services) = $9,700
Fund 113, Cost Center 110501, Object Code 53401 (Library) $111,660 (Weekly Cleaning) + $2,312.04 (Additional Services) = $113,972.04
Fund 175, Cost Center 210401, Object Code 53401, (Roads) $11,940 (Weekly Cleaning) + $2,596 (Anticipated Additional Services) = $14,536
Fund 401, Cost Center 230301, Object Code 53401, (Solid Waste) $ 12,000

Fund 401, Cost Center 230306, Object Code 53401, (Solid Waste) $7,500
Fund 401, Cost Center 230307, Object Code 53401, (Solid Waste) $900
Fund 401, Cost Center 230314, Object Code 53401, (Solid Waste) $7,500
(Tax Collector) $18,960
Fund 104, Cost Center 211217, Object Code 54601 (ECAT) $34,080

2. Recommendation Concerning the Establishment of a County-Funded Administrative Support Specialist Position for Teen Court Program - Will Moore, Chief Deputy Court Administrator

That the Board take the following action concerning the establishment of a County-funded Administrative Support Specialist position for the Escambia County Teen Court Program:

A. Authorize the creation of a Fund 115, Article V Juvenile Programs funded position, Administrative Support Specialist, per the provided job description; and

B. Authorize the recurring personnel expenditure from reserves for the necessary annual cost beginning March 17, 2018, at an hourly rate of $14 x 2080 = $29,120 annual base salary plus benefits.

[Funding: Fund 115, Juvenile Programs Article V, Cost Center 410502, Object Code 51201]

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

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA),concerning the four 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 Milton C. Patejdl, owner of residential property located at 508 South First Street, Warrington Redevelopment District, each in the amount of $2,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

2. The Agreements between Escambia County CRA and Willard C., Jr., and Mary Jane Turner, owners of residential property located at 104 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, to replace windows and storm shutter installation;

3. The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of $3,370, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

4. The Agreements between Escambia County CRA and James W. Lent, Jr., and Joanne M. Breen, Trustees for James W. Lent, Jr., and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, owners of residential property located at 25 Manor 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, to replace windows; and

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

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

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of 11 Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 11 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	**Address**	**Amount**
Thomas F. Alger and Patricia D. Alger	218 Bryant Road	$1,250
James F. Irby, IV	220 Bryant Road	$1,361
Winston O. Hanks and Susan J. Hanks	211 Sunset Avenue	$2,100
James D. Andrews	118 Southeast Kalash Road	$1,150
Carol H. Boynton	305 Greve Road	$4,390
Verlon L. Trozal	415 Greve Road	$1,592
Kathleen S. Shelton-Lowe	303 West Sunset Avenue	$1,250
Errol Fogarty	406 East Sunset Avenue	$2,420
Arthur Moore and Mary Jane Moore	617 Lakewood Road	$2,162
Ishmeal T. and Nancy M. Damaso	2502 West Lloyd Street	$2,185
Michael and Melissa Pino	415 Southeast Baublits Drive	$6,000

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

5. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Property Owner	Address	Amount
Dang & Nguyen Enterprise, LLC	3201 Mobile Highway	$5,443
LOJ, LLC	3470 North Pace Boulevard	$962

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

6. Recommendation Concerning Contract Award for Gettysburg Drive and Amelia Lane Pipe Lining Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 17-18.017, Gettysburg Drive and Amelia Lane Pipe Lining Project, in the amount of $185,092.95.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 21042, Object Code 54601, Project Number N/A]

7. Recommendation Concerning Contract Award for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction - Paul Nobles, Purchasing Manager, Office of Purchasing

   That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction in the amount of $6,281,787.93.

   [Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0214]

8. Recommendation Concerning the Contract Award for Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection - Paul Nobles, Purchasing Manager, Office of Purchasing

   That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TOWNES + architects, P.A., per the terms and conditions of PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection, for a lump sum amount of $78,480.

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

9. Recommendation Concerning a Change Order to Hammond Engineering, Inc., for the "Innerarity Point Road Area Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the reallocation of funds from the Capital Improvement Program - Natural Resources Management Department LOST III funds, in the amount of $50,000, from the Beach Haven Drainage Project, Fund 352, Cost Center 220102 Project #15NE3392, to the Innerarity Point Living Shoreline Project, Fund 352, Cost Center 220102; and

B. Authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$8,246.00
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
PO#:	131180
CO#:	5
Original Award Amount:	$35,440.00
Cumulative Amount of Change Orders Through this CO:	$40,906.50
New Contract Total:	$76,346.50

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN2592 - $4,496, and Fund 352, LOST III, Cost Center 220102, Object Code 56301, Project #15NE3392 - $3,750]

10. Recommendation Concerning the Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application for Capital Assistance to be used by Escambia County for the purchase of two Americans with Disabilities Act of 1990 (ADA) buses, to be used in the service of a Rural Area Pilot disadvantaged service project:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain capital assistance Grant awards made by the Transportation Disadvantaged Commission; and

B. Authorize the Chairman to execute the Resolution, authorizing the County Administrator to sign the Grant Application and Standard Assurances, and authorizing the Mass Transit Director to file the Application.

[Funding: Escambia County is required to provide a 10% match for Shirley Conroy Rural Area Capital Awards ($13,620.82). A Budget Amendment will be required to move $13,620.82 from Fund 104 to Fund 320]

11. Recommendation Concerning the Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application for Operating and Capital funding for a Rural Area Pilot disadvantaged service project:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Commission for the Transportation Disadvantaged; and

B. Authorize the Chairman to execute the Resolution, authorizing the County Administrator to sign the Grant Application and Standard Assurances and authorizing the Mass Transit Department Director to file the Application.

12. Recommendation Concerning Supplemental Budget Amendment #031 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #031, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $485,950, to recognize proceeds from the the U.S. Department of the Treasury, and to appropriate these funds for the RESTORE Direct Component (Pot 1) Second Planning Assistance Grant for the development of the Multi-Year Implementation Plan.

The plan development and implementation will occur internally with County staff, including the Grant-funded RESTORE Program Manager in which 75% of the salary will be funded with this Grant. This Award also includes 75% funding for a RESTORE Coordinator, a position that will be created at a future date. In addition, the Grant provides funds to purchase computers for the use of the RESTORE funded employees.

13. Recommendation Concerning Supplemental Budget Amendment #070 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, General Fund, Fund (001), in the amount of $15,974, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for 6 months to provide support for the 4-H agents.

14. Recommendation Concerning the Execution of a State-Funded Grant Agreement Between the Florida Department of Transportation and Escambia County for County Road184 (Muscogee Road) Freight Corridor Improvements – FPN 437039-2-54-01 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement between the Florida Department of Transportation (FDOT) and Escambia County for Muscogee Road Freight Corridor Improvements:

A. Adopt and authorize the Chairman to sign the authorizing Resolution; and

B. Approve and authorize the Chairman to sign an Agreement between FDOT and Escambia County for Muscogee Road Freight Corridor Improvements.

[Funding: The Department agrees to participate in the Muscogee Road Freight Corridor Improvements Project up to a maximum amount of $666,947]

15. Recommendation Concerning the U.S. Department of Interior, National Park Service Award/Contract - Michael D. Weaver, Public Safety Department Director

That the Board accept the U.S. Department of Interior, National Park Service Award/Contract, for Order Number 140P5218P0037, to reimburse Escambia County up to $122,927.

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

[Funding: Fund 001, General Fund, Cost Center 330801, SRI Public Safety]

16. Recommendation Concerning an Agreement for Employment as Interim Public Safety Medical Director between Dr. Mark G. Stavros, M.D., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida:

A. Approve the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

17. Recommendation Concerning Notices of Award for RESTORE Direct Component (Pot 1) Projects - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board accept the following three RESTORE Direct Component (Pot 1) Grant Awards from the U.S. Department of Treasury:

A. Planning Assistance for the Carpenter Creek and Bayou Texar Revitalization Plan Grant Award No. 1 RDCGR080046-01-00, in the amount of $1,308,000;

B. Planning Assistance for the Universal Public Access Plan Grant Award No. 1 RDCGR080048-01-00, in the amount of $360,000; and

C. Planning Assistance for the Eleven Mile Creek Basin Stormwater Ponds Grant Award No. 1 RDCGR080049-01-00, in the amount of $268,800.

18. Recommendation Concerning an Agreement of Purchase and Sale of Mitigation Credits for the Willowbrook Lake Dam Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Agreement of Purchase and Sale of Mitigation Credits for the Willowbrook Lake Dam Project located on Chemstrand Road:

A. Approve the Agreement between Escambia County and Westervelt Ecological Services, LLC, a Delaware limited liability company;

B. Authorize the Chairman or Vice Chairman to execute the Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board;

C. Direct staff to move ahead with mitigation; and

D. Approve funds, in the amount of $71,550, for the purchase of the Mitigation Credits.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #15EN3325]

III. For Discussion

1. Recommendation Concerning the Funding Request for the 2018 Gulf Coast Summer Fest Jazz Edition - Commissioner Grover Robinson, District 4

   That the Board approve funding $15,000, requested by Banks Enterprise, LLC, for the 2018 Gulf Coast Summer Fest Jazz Edition which will be held on Saturday, September 1, 2018, at the Pensacola Community Maritime Park, from Commissioner Grover Robinson'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]

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

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

   A. CDAC Behavioral Healthcare, in the amount of $2,000;

   B. Camp Fire Gulf Wind, Inc., in the amount of $750;

   C. Onbikes Pensacola, Inc., in the amount of $2,500;

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

   E. WSRE-TV Foundation, Inc., in the amount of $2,500.

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

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

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing to Consider an Ordinance creating Sections 86-131 through 86-160 of Ch. 86, Art. IV, Div. 3 of the Escambia County Code of Ordinances to Implement New Legislation Governing Small Wireless Facilities.

   That the Board authorize the scheduling of a Public Hearing on Thursday, April 5, 2018, at 5:33 p.m. to consider adopting an Ordinance creating Sections 86-131 through 86-160 of the Code of Ordinances to implement new legislation governing placement of small wireless facilities in County rights-of-way.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13802 **Proclamations** **6.**

BCC Regular Meeting

Meeting Date: 03/15/2018

Issue: Adoption of Proclamation

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation honoring and congratulating Mrs. Georgia Hadley on reaching the age of 100;

B. The Proclamation proclaiming April 2018 as "DONATE LIFE MONTH" and proclaiming Friday, April 13 as "National Blue and Green Day"; and

C. The Proclamation proclaiming April 2 - April 6, 2018 as "NATIONAL COMMUNITY DEVELOPMENT WEEK".

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Georgia Hadley Proclamation
Donate Life Month Proclamation
National Community Development Week

PROCLAMATION

***WHEREAS**, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. Centenarians are among the fastest-growing segment of our population and create a link to our history. It is a great distinction for Mrs. Georgia Hadley to celebrate 100 years of life; and*

***WHEREAS**, Mrs. Hadley was born on March 21, 1918, in Elizabeth, New Jersey. She is the daughter of Lawson and Georgia E. Chase; and*

***WHEREAS**, Mrs. Hadley raised one daughter, Brenda Snell Jackson, and one son, Leander Snell, Jr.; and*

***WHEREAS**, Mrs. Hadley was employed by W.T. Grant Company in Elizabeth, New Jersey, where she was the Supervisor of the Baby Department; and*

***WHEREAS**, in 1982 Mrs. Hadley came to Pensacola to live with her daughter; and*

***WHEREAS**, Mrs. Hadley was an avid and passionate bowler, having bowled in New Jersey with the U.S. Bowling Congress. She has bowled as a member of the Pensacola Senior Citizens Club at Cordova Lanes in Pensacola two times every week since coming to Pensacola and has earned the 200 pin more than once. She participated in the Senior Games in bowling every year and stopped bowling at the age of 97; and*

***WHEREAS**, Mrs. Georgia Hadley creates a link to our history; she lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Georgia Hadley on reaching the age of 100 and extends best wishes to her for continued good health and happiness.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 15, 2018

PROCLAMATION

***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 115,000 men, women, and children are on the national organ transplant waiting list, with 1,150 of them being ten years old or younger, and more than 5,200 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 20 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 2017, more than 34,700 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 is nearing 10,000,000 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 2018 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 13 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

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

_____
Deputy Clerk

Adopted: March 15, 2018

PROCLAMATION

***WHEREAS**, the Community Development Block Grant Program was enacted into law as the centerpiece of the Housing and Community Development Act of 1974; and*

***WHEREAS**, the Community Development Block Grant (CDBG) Program has as its primary objective the development of viable communities by providing decent, safe, and affordable housing; maintaining suitable living environments; and expanding economic opportunities, principally for persons of low and moderate income; and*

***WHEREAS**, the CDBG Program has flexibility to allow communities to carry out activities that are tailored to individual community priorities and needs; and*

***WHEREAS**, since 1988, Escambia County has provided housing rehabilitation assistance; human service programs; neighborhood infrastructure improvements; community and park facilities; neighborhood revitalization projects; and other activities to improve the lives and neighborhoods of low and moderate income families.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 2 – April 6, 2018, as*

"NATIONAL COMMUNITY DEVELOPMENT WEEK"

in Escambia County in support of the CDBG program that has made a tremendous contribution to the viability of neighborhoods, public facilities and infrastructure, and human service needs in Escambia County.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, Chairman, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 15, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13779 **Written Communication** 7.

BCC Regular Meeting

Meeting Date: 03/15/2018

Issue: Environmental (Code) Enforcement Lien Relief - 400 Wayne Avenue

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

February 22, 2018, communication from Robert H. Steele requesting lien relief for property located at 400 Wayne Avenue.

Recommendation: That the Board review and consider the lien relief request made by Robert H. Steele, owner of property, against 400 Wayne Avenue.

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

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

Mr. Steele submitted a written request dated February 22, 2018, asking to appear before the Board.

BACKGROUND:

Mr. Steele is the owner/violator for the property located at 400 Wayne Avenue and named on the Code Enforcement Special Magistrate Order. Mr. Steele did comply with the order's timeline resulting in no daily fines being assessed. The Code Enforcement lien is for the court cost only in the amount of $1,100.00.

Mr. Steele appealed the Certification of Cost before the Special Magistrate and was denied relief. He then appealed the case before the Circuit Court and the case was dismissed without prejudice. He made a request for relief to the county administration but was denied per Board policy.

On February 22, 2018, Mr. Steele made a written request to appear before the Board.

BUDGETARY IMPACT:

Court Cost: $1,100.00

Total Lien Amount $1,100.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

400 Wayne Avenue

Feb 22, 2018

I would like to discuss with the Board, the matter of 400 Wayne Ave.

Robert H Steele
13 Sulu DR
Pensacola, Fl 32507
850 455-6385

Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

February 8, 2018

Mr. Robert Steele
13 Sulu Drive
Pensacola, Florida 32507

RE: Denial Letter for 400 Wayne Avenue, Pensacola, Florida

Dear Mr. Steele,

On June 2, 2015, the Board of County Commissioners adopted a policy that provides guidelines for relief from Environmental (Code) Enforcement Special Magistrate liens. This policy gives me the discretion to grant relief from the administrative fines that have accrued on a Code Enforcement lien without further action from the Board of County Commissioners if all of the following criteria have been satisfied:

1) The property to be released from the Code Enforcement lien is free from any code violations.

2) The person requesting relief is not the violator and/or owner named in the Code Enforcement Lien; and pays all of the fees and costs (including administrative fees and recording costs charged by the Clerk of the Court) other than the administrative fines accruing on the Code Enforcement Lien.

After reviewing your request for relief from the Escambia County Code Enforcement liens regrettably I must deny your request for relief for the following reason(s):

- In accordance with the Board's Policy, Guidelines for Relief of Environmental (Code) Enforcement Special Magistrate Liens, Section III, H2., A.2, Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.

If you wish to appeal my decision, you may request to be placed on the Board's agenda under written communication. This would allow you to present your case directly to the

Board. If you wish to be placed on the Board's agenda, please contact my office at (850) 595-4947.

If you have any questions or require any additional information on your Environmental Enforcement liens, please contact Bobbie Ellis-Wiggins, Assistant County Attorney at (850) 595-4970 or Sandra Slay, Division Manager, Environmental Enforcement at (850) 595-1820.

Sincerely,

Jack R. Brown
County Administrator

c: Bobbie Ellis-Wiggins, Assistant County Administrator
Tim Day, Natural Resources Management
Sandra Slay, Division Manager, Code Enforcement

Board of County Commissioners
Escambia County, Florida

Title:	Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens, Section III, Part H.2
Date Adopted:	April 17, 2008
Effective Date:	June 2, 2015, as Amended
Reference:	Ch. 162, Florida Statutes & Ch. 30, Escambia County Code of Ordinances
Policy Amended:	June 2, 2015, August 21, 2014 and June 18, 2009

A. The Board of County Commissioners shall adhere to the following guidelines when considering requests for relief from liens created by the Environmental Enforcement Special Magistrate under the provisions of Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances (Code Enforcement Liens).

1. Abatement of any existing code violation shall be a prerequisite for relief from a Code Enforcement Lien.
2. Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.
3. In order to allow adequate opportunity to investigate the circumstances underlying the request for relief, the Board shall take no action until at least fourteen (14) days have elapsed from the time that the request for relief is received by the County.
4. The Board may reduce the administrative fines awarded in a Code Enforcement Lien after consideration of the following factors:
   a. Whether the person seeking relief paid value for the property.
   b. Whether payment of the full amount of the lien would impose an extreme financial hardship on the person seeking relief.
   c. Whether the property encumbered by the lien is located within a Community Redevelopment Area or other area suffering from blight or other distress that discourages development, and the person seeking relief demonstrates a good faith intent to significantly develop or improve the property.
   d. Whether the person seeking relief promptly abated any violation that existed when they acquired the property.
   e. Whether the person seeking relief had actual and/or constructive (record) notice of the lien when they acquired the property.
5. Unless an alternate time period is specified by the Board, the terms of the relief shall be satisfied and the amount approved by the Board to compromise the lien shall be paid within sixty (60) days from the date of the Board action. Persons failing to satisfy the terms of the relief and pay the amount of the lien within the time period allowed by the Board shall forfeit the relief.

B. The guidelines listed above shall not apply to liens that are invalid and unenforceable due to a defect in the code enforcement process described in Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances.

C. Before a written request for relief from a lien is submitted to the Board of County Commissioners, the County Administrator shall review the request to determine if relief would be consistent with the provisions of this policy. If the County Administrator determines that relief would not be consistent with this policy, or that the code violations have not been abated in accordance with Section A.1. of this policy, or if the person requesting relief has an adequate alternate remedy under the laws governing homestead property or a policy of title insurance, the County Administrator may notify the person submitting the request of the same and that relief is denied unless, however, he determines that the lien is invalid and unenforceable due to a defect in the code process, as contemplated in Section B of this policy or unless a denial would be unjust.

D. The County Administrator may grant relief (i.e., a partial release) from some or all of the administrative fines that have accrued on a Code Enforcement Lien without further action of the Board if all of the following criteria are satisfied:

1. The property to be released from the Code Enforcement Lien is free from any code violations.

2. The person requesting relief:

   a. is not the violator and/or owner named in the Code Enforcement Lien; and

   b. pays all of the fees and costs (including administrative fees and recording costs charged by the Clerk of the Court) other than the administrative fines accruing on the Code Enforcement Lien.

E. Nothing in this policy shall be construed to create an entitlement or limit to relief from Code Enforcement Liens. All relief shall remain solely within the discretion of the Board, which shall retain the option to deviate from the guidelines in this policy in extreme, unusual, or compelling circumstances.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Escambia County Environmental Enforcement
3363 W Park Place
Pensacola, Florida 32505
Phone: 850-595-1820
Fax: 850-595-0149
Sandra Slay, Division Manager

400 Wayne Avenue CE160401300

04/27/16 Received complaint for overgrowth, trash, debris, outside storage, boats on ground and dilapidated structures. Officer investigated the complaint and observed trash, debris, overgrowth, outside storage and dilapidated structures.

Officer posted NOV on site and had NOV mailed both regular and certified mail. Certified NOV was received by owner

07/26/16 Officer conducted his follow up inspection. Some progress made but dilapidated structure, trash, debris and outside storage remains. Hearing is requested as well as title search.

08/11/16 Petitions were mailed both regular and certified mail. Certified mailing received by Robert Steele. Title search shows Mr. Steele is the current owner.

10/25/16 Hearing held. Court cost in the amount of $1,100.00 was awarded. Compliance deadline of 12/26/16 with a daily fine in the amount of $25 assessed

03/14/17 Owner requested to appeal the Certification of Cost. Special Magistrate heard his appeal and denied his request.

January 2017 Mr. Steele filed an appeal with the Circuit Court. The Circuit Judge ordered a "Order of Dismissing without Prejudice".

400 Wayne Ave.

Shelia Sims <simsshelia15@gmail.com>

Sat 9/23/2017 4:43 PM

To:Janice K. Gilly <JKGILLY@myescambia.com>;

Ms Gilly,
I am sending this at the request of Robert Steele, 13 Sulu Drive, regarding an issue at 400 Wayne Avenue.

Mr Steele asks that the county waive all assessments by Code Enforcement inasmuch as he initiated clean-up immediately, called Mr Jackson on several occasions during an apparent county staffing shortage and scheduled appointments with Mr Jackson at 400 Wayne Avenue which Mr Jackson failed or was otherwise unable to keep until after such time as he was directed to do so by the Hearing Officer.

Please advise other action necessary to resolve this matter in good faith for Mr Steele.

His number is 850 455-6385.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 16-04-01300
Location: 400 Wayne Ave
PR# 352S311000006153

Steele, Robert H
13 Sulu Dr
Pensacola, FL 32507

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017063007 8/16/2017 12:36 PM
OFF REC BK: 7761 PG: 391 Doc Type: CEL1
Recording $10.00

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 25, 2016; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, Zoning Sec 3-2.7 outside storage, 30-203 (t), (u), (x), and (dd). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated October 25, 2016.

Itemized	Cost	
a. Fines		$ 0.00
b. Court Costs		$ 1,100.00
c. County Abatement Fees		$ 0.00
	Total:	$ 1,100.00

DONE AND ORDERED at Escambia County, Florida on this 16 day of August, 2017 ~~2016.~~

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Date of Issuance	Escambia County	Case Number
4/29/2016	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149	CE160401300

NOTICE OF VIOLATION

At (Location): PR: 352S311000006153 Zipcode
400 WAYNE AVE, PENSACOLA, 32507

Respondent: STEELE ROBERT H. Phone: --
Address: 13 SULU CT. PENSACOLA, FL 32507

DOB: Race: Height: Weight: D.L.:
SSN:

Comply within 45 days of receipt of this notice	**Warning** Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed $1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 01 Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans; Sec. 42-197 (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.

Violation 02 Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;
Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions

Violation 03 Sec. 42-196 (c) Inoperable Vehicle. The accumulation of one or more inoperable vehicle on any lot; provided, however, that duly licensed car sales lots, junk yards, salvage yards, or automotive repair shops for vehicles under repair are exempted from this subsection; and further provided, that north of Ten Mile Road this nuisance condition shall apply only to lots of three acres or less in size unless an inoperable vehicle is located in any portion of the lot adjacent to a public roadway.
For purposes of this section: (1) "Inoperable" means incapable of being immediately driven, moved, or pulled in the manner for which the vehicle was intended or designed. (2) "Vehicle" means a motor vehicle, travel trailer, boat, or any other vehicle required to be licensed by the state. This includes, but is not limited to, buses, mopeds, motorcycles, trucks, semi-tractors and/or trailers, campers, and earth-moving equipment. This definition shall not include mobile or manufactured homes.
Sec 42-197. Method of Abatement: (b) For inoperable vehicle: (1) Removal of vehicle from premises; or (2) The relocation of such vehicle to the rear yard and the erection of a six foot opaque fence constructed of wood, masonry, metal, or similar materials or composed of trees or shrubs which fully conceals all such vehicles from the surrounding properties; provided, however, that nothing in this section shall be construed to authorize the construction of a fence not permitted by zoning, or to waive the requirement of suitable building permits relating thereto.

Violation 04 Sec. 30-203 (O) A roof not structurally sound and not maintained in a safe manner and has defects, which might admit rain and cause dampness in the walls or interior portions of the building.
Sec. 30-204 Method of abating nuisance
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 05 Sec. 30-203 (T) Windows that are not watertight, weather tight, rodent proof, in unsound working condition and or bad repair.
Sec. 30-204 Method of abating nuisance
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 06 Sec. 30-203 (U) Windows with missing windowpane have open cracks or holesSec. 30-204 Method of abating nuisance (A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 07 Sec. 30-203 (X) Exterior doors, basement or cellar doors or hatchways that are not weather tight, watertight, rodent proof, in working condition, or in good repair.
Sec. 30-203 Method of abating nuisance
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 08 Sec. 30-203 (Y) Exterior doors that have improperly installed hardware that requires unreasonable effort to open, close, and secure in an open or closed position.
Sec. 30-204 Method of abating nuisance
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 09 Sec. 30-203 (DD) Structural elements of a dwelling unmaintained, structurally unsound, and showing evidence of deterioration which makes it incapable of carrying normal loads. Sec.
30-204 Method of abatement
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 10 Sec. 2-3.2 General land disturbance.
(a) General. A general land disturbance permit is required prior to beginning any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover and is not authorized by the other land disturbance permits of this article. The purpose for authorizing general land disturbance is to assure that such activities, especially those with the potential to significantly change stormwater surface runoff patterns, comply with the stormwater management standards found in Chapter 5 of the LDC and in the Design Standards Manual Chapter 1(DSM). Such activities must not result in adverse impacts on adjoining properties, surface waters, environmentally sensitive lands, roadways, or drainage systems.
(b) Permit for land disturbance. Application for a general land disturbance permit shall be submitted for compliance review to the Planning Official.

Violation 11 Sec. 2-3.4 Construction in county right-of-way.
Unless construction in a county right-of-way is authorized by a residential driveway permit or other county approval, a county right-of-way work permit is required prior to disturbing the paved portion, or any area beneath the paved portion, of any county right-of-way; or prior to installing underground facilities in a county right-of-way; or prior to work, other than maintenance, on a driveway connection within a county right-of-way. A permit is not required for work or improvements included within approved subdivision infrastructure construction plans or site development plans, or for any exempt activities identified by the procedure for making road cuts, within Local Public Improvements, Escambia County Code of Ordinances.

Violation 12 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.
(b) Permitted uses. Permitted uses within the MDR district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

Officer Comments

CONTACT OFFICER JACKSON #673 AT (850) 554-2766 FOR DETAILS. ***REMOVE ALL TRASH/ DEBRIS AND LEGALLY DISPOSE. CUT ALL OVERGROWTH AND MAINTAIN IN COMPLIANCE. REPAIR, REMOVE OR PLACE INOPERABLE VEHICLE (GOLD 2-DR CHEVROLET CAVALIER) BEHIND PERMITTED PRIVACY FENCE. INFLATE ALL TIRES ON BOAT TRAILERS. REPAIR/ REPLACE ROOF, ALL WINDOWS AND DOORS TO STRUCTURE. OBTAIN ALL REQUIRED PERMITS BY ESCAMBIA COUNTY BUILDING INSPECTIONS DEPARTMENT (850) 595-3550. CEASE & DESIST ALL LAND DISTURBANCE ACTIVITIES ON PROPERTY (MAINLY COUNTY RIGHT OF WAY & DRAINAGE DITCH AREA), WHICH A PERMIT IS REQUIRED TO PERFORM WORK. ALL OF THE OUTSIDE STORAGE ON THE RESIDENTIAL LOT IS IN VIOLATION OF THE (MDR) MEDIUM DENSITY RESIDENTIAL ZONING OF THE PROPERTY.***

V. Jackson #673
Vonche Jackson #673(4/28/2016 11:14:12 AM)

Signature of Officer: V. Jackson #673 (850) 554-2766
vrjackso@myescambia.com

MAILED/POSTED
(4/28/2016 11:14:12 AM)

Signature of Respondent

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016083735 10/28/2016 at 01:04 PM
OFF REC BK: 7614 PG: 846 - 850 Doc Type: CEO
RECORDING: $44.00

CASE NO: CE#16-04-01300
LOCATION: 400 Wayne Ave
PR# 352S311000006153

Steele, Robert H
13 Sulu Ct Dr.
Pensacola, FL 32507
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

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- [ ] 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 3-2.7 -D accumulation / outside storage

☐ 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 12/26, **2016** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- [x] 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
- [x] 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 _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing 9/27, **2016.** 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.

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 Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this 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 the 25th day of October, 2016.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA,

Vs.

Case No: CE 16-04-01300
Location: 400 Wayne Avenue
PR# 352S311000006153

Steele, Robert H
13 Sulu Drive
Pensacola, FL 32507

NOTICE OF HEARING

TO:

Steele, Robert H
13 Sulu Drive
Pensacola, FL 32507

PLEASE TAKE NOTICE:

A hearing has been scheduled for the purpose of examining the validity of cost in the above-referenced Environmental Enforcement case before Robert O Beasley, Special Magistrate, at the new Central Office Complex, 3363 W Park Place, Room 104, Pensacola, FL 32505 , on March 14, 2017 at 1:30 p.m., or as soon thereafter as counsel may be heard.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

RECEIVED
JAN 18 2017
BY: SS

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No. CE 16-04-01300
Location: 400 Wayne Avenue
PR# 352S311000006153

Steele, Robert H.
13 Sulu Drive
Pensacola, FL 32507

REQUEST FOR HEARING

Robert H. Steele respectfully request that this matter be set for hearing in that he disputes the necessity of the prior court hearing which was ultimately the result of the inability or failure of the county personnel to keep scheduled appointments or return phone calls to reschedule appointments to walk the property and discuss the corrective actions needed.

The letter advising me of my right to hearing was dated December 22, 2016, but not postmarked until December 30, 2016, further delayed delivery by postal holiday of January 2, 2017.

Robert H Steele

Robert H. Steele
13 Sulu Drive
Pensacola, FL 32507
(850) 455-6385

Filing # 51127954 E-Filed 01/12/2017 04:49:44 PM

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ROBERT H. STEELE,

Petitioner,

v. **Case No.: 2016-CA-1800**

ESCAMBIA COUNTY, FLORIDA **Division: "C"**

Respondent.

ORDER DISMISSING WITHOUT PREJUDICE PETITION FOR WRIT OF CERTIORARI AND GRANTING LEAVE TO AMEND

THIS CAUSE comes before the Court upon Petitioner's *pro se* Petition for Writ of Certiorari, filed November 10, 2016. Petitioner seeks certiorari review of the Office of Environmental Enforcement Special Magistrate's ruling, entered after hearing on October 25, 2016.

According to rule 9.100(g), Florida Rules of Appellate Procedure, the petition shall contain: 1) the basis for invoking the jurisdiction of the court; 2) the facts on which the petitioner relies; 3) the nature of the relief sought; and 4) argument in support of the petition and appropriate citations of authority. The petition fails to meet all of these requirements. Additionally, the instant petition lacks an appendix as required by rule 9.220, Florida Rules of Appellate Procedure. The appendix must include a conformed copy of the opinion or order to be reviewed. Without an appendix, this Court is unable to conduct a meaningful review of Petitioner's claims. See Dep't of Highway Safety and Motor Vehicles v. Smith, 687 So. 2d 30,

32 (Fla. 1st DCA 1997). Consequently, the petition is facially insufficient and will be dismissed without prejudice. Petitioner will be granted an opportunity to amend his petition and provide the required appendix to the court.

When amending his petition, Petitioner should be mindful that a circuit court's review of an administrative agency decision is limited to the following three-part standard of review: 1) whether procedural due process was accorded; 2) whether the essential requirements of law were observed; and 3) whether the administrative findings and judgment are supported by competent substantial evidence. Haines City Cmty. Dev. v. Heggs, 658 So. 2d 523, 530 (Fla. 1995).

ACCORDINGLY, it is **ORDERED and ADJUDGED** that:

1) The Petition for Writ of Certiorari is **DISMISSED WITHOUT PREJUDICE**; and

2) Petitioner is **GRANTED** leave to amend the petition for writ of certiorari. Petitioner ***must*** file his facially sufficient petition with the required appendix **within fifteen (15) days of the rendition of this Order**. Failure to file a facially sufficient petition and the required appendix within the time allotted will result in a final dismissal of the action with prejudice.

DONE and ORDERED in Chambers at Pensacola, Escambia County, Florida.

eSigned by CIRCUIT COURT JUDGE THOMAS DANNHEISSER in 01 Judge Dannheisser on 01/10/2017 11:34:13 4nPagfj6

THOMAS V. DANNHEISSER
CIRCUIT JUDGE

TVD/mco

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing Order was furnished via regular U.S. Mail *(unless otherwise indicated)* to:

Robert H. Steele
13 Sulu Drive
Pensacola, Florida 32507

Escambia County
Environmental Code Enforcement
3363 West Park Place 32505
Pensacola, Florida

BY:
Judicial Assistant

IN THE CIRCUIT COURT IN AND FOR THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ROBERT H. STEELE,

Petitioner,

vs.

Case No.
2016-CA-1800

ESCAMBIA COUNTY, FLORIDA

Respondent,

REQUEST FOR HEARING

Robert H. Steele respectfully files his First Amended Pro Se Petition for Writ of Certiorari. The Order Dismissing Without Prejudice Petition for Writ of Certiorari and Granting Leave to Amend grants the Petitioner 15 days to amend. However, the Order is undated. The Petitioner believes that he is within the 15 days subject to this Order. The Petitioner seeks certiorari review of the Office of Environmental Enforcement Special Magistrate's ruling, entered after hearing on October 25, 2016.

1. The basis for invoking the jurisdiction of the court is that prior to filing the Plaintiff's Original Petition for Writ of Certiorari the Code Enforcement Officer of the Escambia County Code Enforcement Office had failed and/or refused to keep appointments scheduled with the Petitioner (in the Code Enforcement Action the Respondent). Further, the Code Enforcement Officer had failed and/or refused to return Petitioner's (in the Code Enforcement Action the Respondent's) calls seeking to reschedule said failed meetings or to respond to inquiry relative to the Enforcement Action.
2. As a direct result of said Code Enforcement Officer's failure to keep scheduled

appointments or return Plaintiff's (Code Enforcement Respondent's) calls, a hearing was scheduled by Code Enforcement before the Special Magistrate. Petitioner attended said hearing to request no finding against the Petitioner due to the lack of diligence of the Code Enforcement Officer in an attempt to reach an amicable resolution. The Special Magistrate granted the Petitioner's (Code Enforcement Respondent's) request and directed the Code Enforcement Officer to comply with scheduling and keeping an appointment to meet with Petitioner towards the amicable resolution.

3. The Petitioner, Robert H. Steele, seeks the following relief:
    a. Waiver of the Special Magistrate's Court Costs assessed in the amount of $1,100.00 in its entirety or in the alternative that,
    b. Said Court Costs of the Special Magistrate be assessed against the Office of Code Enforcement of Escambia County.
    c. Further, Petitioner, Robert H. Steele seeks the cost of bringing this action for Writ of Certiorari be assessed against Escambia County inasmuch as this action would not have been necessary, but for the failure of the Code Enforcement of Escambia County, by and through their employee, Code Enforcement Officer to act in good faith towards the amicable resolution of the original complaint against the Petitioner (Respondent in the Code Enforcement Action).
4. No hearing before the Special Magistrate would have been necessitated had the Code Enforcement Officer kept scheduled appointments or returned calls to the Petitioner to reschedule said failed meetings.
    a. It is the Petitioner's position that the Code Enforcement Office, by and through

their employee, failed to attempt amicable resolution in that:

i. The Code Enforcement Officer scheduled two meetings with Petitioner (Respondent). However the Code Enforcement Office failed to attend either meeting and failed to reschedule said meetings.

ii. The Code Enforcement Officer failed to return numerous phone calls of the Petitioner (Respondent) who called to attempt to reschedule said failed meetings.

iii. The Code Enforcement Officer failed to return numerous phone calls of the Petitioner (Respondent's) witness, who acting at the request of the Petitioner called in an attempt to get said meeting rescheduled.

iv. The Office of Code Enforcement acted in bad faith, erroneously and without the benefit of due process of the Petitioner (Respondent in the Code Enforcement Action) in scheduling an unnecessary hearing.

v. Petitioner, Robert H. Steele should not suffer the financial burden resulting from the failure of the County's Office to act in a manner of Public Service and meet their obligations of resolving said matters.

vi. Further, the Petitioner and witnesses are prepared to testify to the Petitioner's willingness to resolve the original complaint.

vii. Testimony will reflect that the Petitioner, in good faith, but absent the input, direction or counsel of the Office of Code Enforcement, worked on the violations to the best of his ability and limited knowledge of the details pending meeting scheduled by the Code Enforcement Officer, who failed to attend said meetings.

viii. This good faith effort was ongoing over a several weeks prior to the Office of Code Enforcement scheduling a hearing without consulting, coordinating or discussing with Petitioner the progress of resolution and plan to finalize the resolution of the original complaint.

5. The Original Complaint by Code Enforcement has been amicably resolved after the Special Magistrate Ordered the Code Enforcement Officer to meet with Petitioner for the purpose of inspecting and identifying any residual matters for resolution.
6. A copy of the original Code Enforcement Complaint is attached in the Appendix.
7. A copy of the Special Magistrate's Order is attached in the Appendix.
8. A copy of the satisfaction of the original complaint is attached in the Appendix.
9. A request for hearing is pending before the Special Magistrate, accordingly, Petitioner asks that this matter be temporarily continued pending the outcome of said Special Magistrate's Hearing which has not been scheduled to date to the knowledge of the Petitioner herein.

WHEREFORE, Petitioner prays this Court hold this matter in abeyance and continue the matter for 90 days to all Petitioner and Respondent a further attempt to amicably resolve the same

absent a Circuit Court hearing.

DATED this 27 day of January, 2017.

COPY provided to Escambia County Code Enforcement Office by U.S. Mail this 27th day of January, 2017.

Robert H. Steele

Robert H. Steele
13 Sulu Drive
Pensacola, FL 32507
(850) 455-6385

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

ESCAMBIA COUNTY, FLORIDA

Case No.: CE#16-04-01300
Location: 400 Wayne Avenue
PR# 352S311000006153

Steele, Robert H.
13 Sulu Drive
Pensacola, FL 32507
(Alleged Violator)

RESPONSE TO ALLEGATIONS OF
ENVIRONMENTAL ENFORCEMENT OFFICER FOR ESCAMBIA COUNTY
AND AFFIRMATIVE DEFENSE THERETO

1. Admitted in that Robert H. Steele is the owner of property physically located at 400 Wayne Avenue, Pensacola, Florida 32507 and resides at 13 Sulu Drive, Pensacola, Florida 32507.

2. Robert H. Steele responds to Escambia County's Notice of Violation CE160401300 as follows:

Violation 01: Section 42-196(a) Nuisance Conditions.

Robert H. Steele has mowed, weed eated, removed scrap metal, removed other "debris" that may have given rise to concerns of the V. Jackson, #673.

Violation 02: Section 42-196 (b) Trash and Debris. The accumulation of garbage or other solid waste materials ...

Robert H. Steele has removed scrap metal and other recyclable materials that may have been deemed to be "solid waste" and which may have given rise to concerns of the V. Jackson, #673.

RECEIVED
OCT 13 2016
BY: Janice Dilly
Clerk to Magistrate

Violation 03: Section 42-196 c Inoperable Vehicle.

Robert H. Steele has removed the only "inoperable" automobile that was located on the property. All utility trailers and/or boat trailers located on the property were operable as designed immediately after the "Notice of Violation" - tires were aired and trailers moved to allow for mowing and weed eating. The low tires on trailers and vegetation growth may have given rise to concerns of the V. Jackson, #673.

Violation 04: Section 30-203 (O) A roof not structurally sound and not maintained in a safe manner and has defects which might admit rain and cause dampness in the walls or interior portions of the building.

Robert H. Steele advises that there is "no roof" on the construction of this residence as yet, accordingly, it cannot be deemed "not structurally sound". The building plans for this structure are currently being re-engineered, to allow for the re-application for a building permit to continue the construction of the residence. Furthermore, inasmuch as the "walls" are constructed of solid concrete of a thickness of 8 ", there is no concern for "dampness in the walls. Additionally, as there are not yet floors, windows or doors installed in the construction of the solid concrete residence, there is no concern for "admit rain or dampens .... or interior portions of the building".

Violation 05: The response to Violation 04 above is hereby restated in full.

Violation 06: Section 30-203 (U) Windows with missing windowpanes, open cracks or holes. As stated in "Violation 04" - as there are no windows yet installed in the construction of this residence, there are no "missing windowpanes, open cracks or holes".

Violation 07: Section 30-203 (X) Exterior doors, basement or cellar doors or hatchways

...

Again, as construction has not reached this stage, there have been no doors, interior or exterior, cellar, hatchways or other applicable passages installed. Accordingly, this Violation, as those above is denied.

Violation 08: Section 30-203 (Y) Exterior doors that have improperly installed hardware that requires unreasonable effort to open, close and secure in an open or closed position.

Again, as stated above, the construction of this residence has not met this level of completion, therefore, there are no doors (therefore no hardware), therefore no "unreasonable effort".

Violation 09: Section 30-203 (DD) Structural elements of a dwelling un-maintained, structurally unsound, and showing evidence of deterioration, which it makes it incapable of carrying "normal loads".

The building plans are currently under review and being "re-engineered". There is no cause to believe that this solid concrete structure is incapable of "carrying normal load" when at this time there is "no load" in that neither roof, windows, doors, floors or finishes have been installed.

Violation 10: Section 203.2 General land disturbance.

Robert H. Steele is without response in that this allegation lacks specificity, is ambiguous and vague. The "only" land disturbance that Mr. V. Jackson, #673 "may" have inferred is that related to the collapse of a previously installed culvert which was originally believed to have been a water main leak.

Violation 11: Section 2-3.4 Construction in county right-of-way

Mr. Steele was "directed" obtain a permit for replacement of the collapsed culvert,

which was obtained. However, following said expense, the Escambia County Road crew was replacing a number of collapsed culverts which had been scheduled for replacement following the flooding of 2014. Accordingly, this property owner did "no construction" on the county right of way pursuant to the permit that was issued.

Violation 12: Medium Density Residential District (MDR)

There are 5 residential lots, but only one residence under construction. Therefore, this allegation is denied without clarification

(OFFICER COMMENTS): Contact Officer Jackson, #673 at (850) 554-2766 fo Details .... Mr. Jackson was called on several occasions. One appointment was scheduled. Mr. Jackson failed to keep the scheduled appointment and property owner proceeded voluntarily to:

1. Remove all trash/debris - which was legally disposed of.
2. Cut all overgrowth, mowed, weed eated and maintained.
3. Removed/disposed of legally - gold, 2-door Chevrolet Cavalier.
4. Inflated/repaired all boat/utility trailer tires.
5. Re-engineering of construction plans - underway with:

---

6. Building permit for continuation of construction pending completion of re-engineering of building plans.
7. Construction permit for repair of culvert - purchased, but owner then advised county road crew was making infrastructure repairs to drainage on Wayne Avenue and Escambia County managed the "land disturbance" and "installed replacement culvert" and installed a "packed crushed concrete" access to property.
8. Two "outside storage" units on the property at the rear of the construction of the

residence under construction are temporary in nature and are solely for the storage, access and securing of construction materials relative to 400 Wayne Avenue. It is anticipated that these units will be promptly removed upon the completion of construction and issuance of certificate of occupancy.

Robert H. Steele affirms that he called V. Jackson, #673 on multiple occasions and left messages at (850) 554-2766, that Mr. Jackson spoke with Mr. Steele and scheduled a meeting with Mr. Steele at the property located at 400 Wayne Avenue, but that Mr. Jackson failed to attend the scheduled meeting. Mr. Steele called several times subsequently to request Mr. Jackson reschedule a meeting to review mitigation and discuss further needs. Mr. Jackson failed to return said calls.

WHEREFORE, Robert H. Steele, asks that the Hearing Officer determine that he has made corrections of the alleged violations voluntarily and that any further action against the property owner in this matter be dismissed with prejudice. In the alternative, Robert H. Steele asks that Escambia County Code Enforcement schedule a reasonable time to meet at 400 Wayne Avenue and to discuss further mitigation of said "alleged violations" with the property owner in detail in layman's understandable terminology.

Robert H. Steele may provide the following witnesses, subject to their availability on the date of the hearing:

Shelia A. Sims
6102 Confederate Drive
Pensacola, FL 32503

James R. Pate
6102-A Confederate Drive
Pensacola, FL 32503

Caleb C. Pate
6102-A Confederate Drive
Pensacola, FL 32503

Dated this 14 day of October, 2016.

Robert H Steele

Robert H. Steele
13 Sulu Drive
Pensacola, FL 32507
(850) 455-6385

cc: Escambia County Code Enforcement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13774 **Public Hearings** **9.**

BCC Regular Meeting

Meeting Date: 03/15/2018

Issue: 5:31 p.m. Public Hearing - Vacate the Eastern Portion of Kersey Road

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

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

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

B. Adopt the Resolution to Vacate; and

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

BACKGROUND:

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

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

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and it will be the responsibility of county staff to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Resolution_Kersey Road
Notice of Adoption_Kersey Road
Certification of Property Owners
Map

RESOLUTION NUMBER R_____-_____

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

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

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

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, and 39 in said National Land Sales Plat for a distance of 2624.36 feet to the northwest corner of said Lot 39;thence N00°00'00" w for a distance of 30.00 feet to the Point of Beginning.

Said parcel contains 1.81 acres, more or less.

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

WHEREAS, the Board of County Commissioners, have caused to be published on February 22, A.D., 2018, notice in a newspaper of general circulation in Escambia

County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 pm on March 15, 2018 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

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

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90°00'00"E coincident with the south line of Lots 30, 31, 32, 33,34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast comer of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, and 39 in said National Land Sales Plat for a distance of 2624.36 feet to the northwest corner of said Lot 39;thence N00°00'00" w for a distance of 30.00 feet to the Point of Beginning.

Said parcel contains 1.81 acres, more or less.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on March 15, A.D., 20 18, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

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

Begin at the southwest corner of Lot 30 in said National Land Sales Plat; thence N90° 00'00"E coincident with the south line of Lots 30, 31, 32, 33, 34, and 35 in said National Land Sales Plat for a distance of 2624.36 feet to the west right of way line of Interstate Court, which is also the southeast corner of said Lot 35; thence S00°00'00"E coincident with said west right of way line for a distance of 30.00 feet to the northeast corner of Lot 36 in said National Land Sales Plat; thence S90°00'00"W coincident with the north line of Lots 36, 38, and 39 in said National Land Sales Plat for a distance of 2624.36 feet to the northwest corner of said Lot 39; thence N00°00’00” w for a distance of 30.00 feet to the Point of Beginning.

Said parcel contains 1.81 acres, more or less

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

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

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

Kara Johnson
~~Petitioner(s)~~ County Staff

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared _____ Kara Johnson who is personally known to me or who have/has produced _____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 20th day of February, A.D., 2018.

Notary Public

Stacey S. Ward
Print or type name

STACEY S. WARD
Notary Public - State of Florida
Commission #FF110637
My Commission Expires
April 7, 2018

Commission Number:
Commission Expires:

****
*
*, * *

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

JOHNSON BRENDA L
7917 REEDERS LN
PENSACOLA, FL 32526

RADFORD LINDA R
7940 REEDERS LN
PENSACOLA, FL 32526

PAYNE HAROLD & BARBARA
7915 REEDERS LN
PENSACOLA, FL 32526

BROOKS LAURA MOORE
5911 FOSTER ST
PENSACOLA, FL 32526

PRICE LOUISE &
7913 REEDERS LN
PENSACOLA, FL 32526

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

MCCALLISTER GORDON
2430 KERSEY RD
PENSACOLA, FL 32526

MATHEWS ROGER G
2155 INTERSTATE CIR
PENSACOLA, FL 32526

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

PFEIFFER LUCRETIA ELISE
2079 INTERSTATE CIR
PENSACOLA, FL 32526

WHITE VINCENT S
2075 INTERSTATE CIR
PENSACOLA, FL 32526

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

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

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

HAVENER JOEL &
2201 KERSEY RD
PENSACOLA, FL 32526

SALGADO VICTOR J &
7910 REEDERS LN
PENSACOLA, FL 32526

WHEELER KAYLA
7901 REEDERS LN
PENSACOLA, FL 32526

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

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

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

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

ESTY JOHN C & MELBA L
2454 KERSEY RD
PENSACOLA, FL 32526

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

WELCH ASHLEY NICOLE
7840 PATTERSON ST
PENSACOLA, FL 32526

COBB CAROLYN A
11441 CLEAR CREEK DR
PENSACOLA, FL 32514

CALVERT BARBARA B
4691 OAKLAND DR
PENSACOLA, FL 32526

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

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

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

DEVEER WILHELM O
7800 PATTERSON ST
PENSACOLA, FL 32526

CALVERT BARBARA B
4691 OAKLAND DR
PENSACOLA, FL 32526

SUNDY RONALD D &
7879 INTERSTATE CT
PENSACOLA, FL 32526

KADER MAHER A
8871 SPIDER LILLY WAY
PENSACOLA, FL 32526

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

HAVENER JOEL &
220 KERSEY RD
PENSACOLA, FL 32526

FOWLER RONALD S
12 THE FAIRWAY DR
WOODSTOCK, GA 30188

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

ROBINSON HORATIO L
150 SOUTHFORK DR
MACON, GA 31220

BERGET RONALD B &
1983 INTERSTATE CIR
PENSACOLA, FL 32526

BOWERS KELLE JO &
1977 INTERSTATE CIR
PENSACOLA, FL 32526

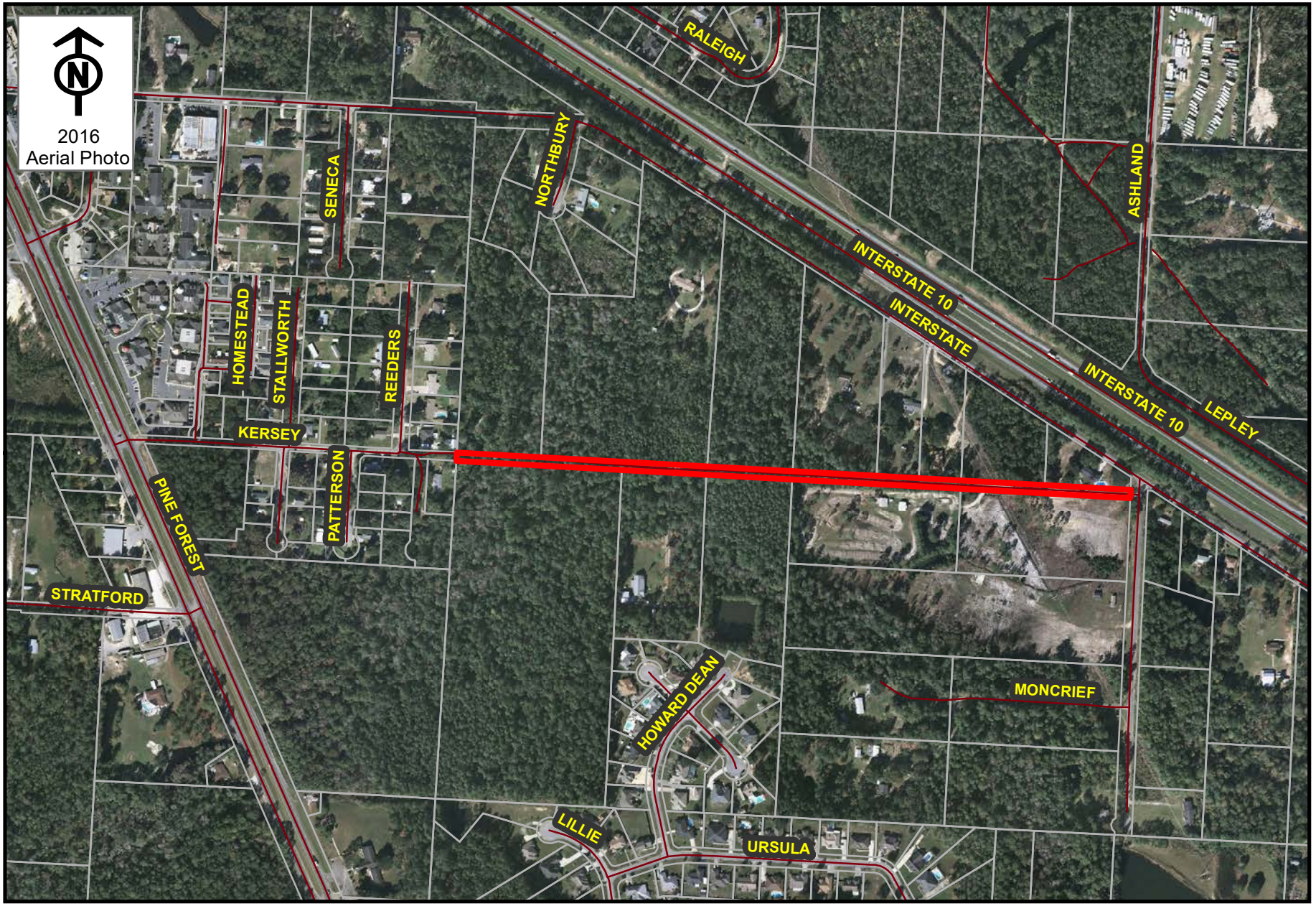
NETTLES LOUIS L &
2368 AMELIA LN
PENSACOLA, FL 32526

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

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

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

Kersey Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 1/22/18 DISTRICT 1

Portion to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13775 **Public Hearings** **10.**

BCC Regular Meeting

Meeting Date: 03/15/2018

Issue: 5:33 p.m. Public Hearing - Vacation of a Portion of the Huntington Creek First Addition Plat

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the Petition to Vacate a portion of the Huntington Creek First Addition Plat, as petitioned by Clearwater 102, LLC.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of a subdivision:

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

B. 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 of Vice Chairman to execute them at that time.

BACKGROUND:

Due to an oversight by Clearwater 102, LLC, their attorney, and their surveyor, a portion of the land owned by Clearwater 102, LLC, was dedicated to the Homeowners Association in the platting of Huntington Creek Phase I. The Homeowners Association deeded back to Clearwater 102, LLC, that portion of land as described in Official Records Book 7788, Page 209 (F-1) of the Public Records of Escambia County, Florida. All easements remain dedicated to Huntington Creek Phase I.

The purpose of this Petition to Vacate is to allow the lot owners in the proposed Subdivision Plat of Huntington Creek Phase II to retain individual lot ownership to the right of way of the private roadway being Huntington Creek Boulevard, with all easements remaining in place, as called for and platted in Phase I (the Petition to Vacate being for a portion of the first addition.)

The Vacation will not deny convenient access to any persons owning property within the area of said vacation. All easements granted in the first addition will remain in place.

Notifications were sent to all property owners within a 500-foot radius, as well as all property owners within the Huntington Creek and Twin Spires Subdivisions.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Subdivision Plat Vacation Procedures - Section III(A) and Florida Statues, Chapter 177

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or to the Petitioner's agent, who will have the documents recorded in the public records and to advertise the required public notifications.

Attachments

Hold Harmless
Resolution
Notice of Adoption
Certification of Property Owners
Aerial Map

HOLD/HARMLESS AGREEMENT

WHEREAS, Clearwater 102 L.L.C.
hereafter called "Petitioner(s)" has___ requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate and abandon a certain subdivision plat or portion thereof pursuant to the provisions of Chapter 177, Florida Statutes, and Section III(A) of the Board of County Commissioners Policy Manual; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, provided 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,

PETITIONER(S) AND COUNTY AGREE AS FOLLOWS:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 177, Florida Statutes, and Section III(A) of the Board of County Commissioners Policy Manual, agrees to vacate, abandon, annul and return to acreage the following described subdivision plat or portion thereof:

PARCEL F-1
A PORTION OF PRIVATE PARCEL "F", HUNTINGTON CREEK FIRST ADDITION, AS RECORDED IN PLAT BOOK 19 AT PAGE 34 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA ALSO BEING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 1320.00 FEET TO THE WEST LINE OF HUNTINGTON CREEK FIRST ADDITION AS RECORDED IN PLAT BOOK 19 AT PAGE 34 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF SAID HUNTINGTON CREEK FIRST ADDITION FOR A DISTANCE OF 278.58 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK A, OF SAID HUNTINGTON CREEK FIRST ADDITION; THENCE GO SOUTH 59 DEGREES 05 MINUTES 22 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 12 FOR A DISTANCE OF 152.47 FEET TO THE NORTHWEST CORNER OF PARCEL "F", OF SAID HUNTINGTON CREEK FIRST ADDITION SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 59 DEGREES 05 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL "F" FOR A DISTANCE OF 16.92 FEET TO THE WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD (50' PRIVATE R/W); THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR DISTANCE OF 229.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE GO SOUTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 102.00 FEET FOR AN ARC DISTANCE OF 102.09 FEET (DELTA= 57 DEGREES 20 MINUTES 42 SECONDS , CHORD BEARING= SOUTH 25 DEGREES 28 MINUTES 29 SECONDS EAST, CHORD DISTANCE= 97.88 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 54 DEGREES 08 MINUTES 50 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 573.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE GO SOUTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY FOR AN ARC DISTANCE OF 151.18 FEET (DELTA= 59 DEGREES 44 MINUTES 10 SECONDS, CHORD BEARING= SOUTH 24 DEGREES 16

MINUTES 44 SECONDS EAST, CHORD DISTANCE= 144.42 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 05 DEGREES 35 MINUTES 50 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE GO SOUTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 225.00 FEET FOR AN ARC DISTANCE OF 137.21 FEET (DELTA= 34 DEGREES 56 MINUTES 26 SECONDS, CHORD BEARING= SOUTH 11 DEGREES 52 MINUTES 23 SECONDS EAST, CHORD DISTANCE= 135.10 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 29 DEGREES 20 MINUTES 36 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 79.80 FEET; THENCE DEPART SAID WEST RIGHT OF WAY OF HUNTINGTON CREEK BOULEVARD GO NORTH 84 DEGREES 24 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 18.30 FEET TO THE WEST LINE OF THE AFORESAID PARCEL "F"; THENCE GO NORTH 29 DEGREES 20 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL "F" FOR A DISTANCE OF 69.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" HAVING A RADIUS OF 240.00 FEET FOR AN ARC DISTANCE OF 146.39 FEET (DELTA= 34 DEGREES 56 MINUTES 59 SECONDS, CHORD BEARING= NORTH 11 DEGREES 52 MINUTES 55 SECONDS WEST, CHORD DISTANCE= 144.11 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 05 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL "F" FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" FOR AN ARC DISTANCE OF 135.57 FEET (DELTA= 59 DEGREES 44 MINUTES 59 SECONDS, CHORD BEARING= NORTH 24 DEGREES 16 MINUTES 20 SECONDS WEST, CHORD DISTANCE= 129.51 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 54 DEGREES 08 MINUTES 50 SECONDS WEST ALONG SAID WEST LINE OF PARCEL "F" FOR A DISTANCE OF 573.54 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" FOR AN ARC DISTANCE OF 117.14 FEET (DELTA= 57 DEGREES 21 MINUTES 57 SECONDS, CHORD BEARING= NORTH 25 DEGREES 27 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 112.31 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE OF PARCEL "F" FOR A DISTANCE OF 237.41 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.50 ACRES MORE OR LESS.

2. Petitioner(s), hereby covenant(s) and agree(s) that ___he___ has___ complied with all requirements of Chapter 177, Florida Statutes, and Section III(A) of the Board of County Commissioners Policy Manual 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 and abandonment of the subdivision plat or portion thereof; nor will said vacation and abandonment affect the ownership or right of convenient access of person owning other parts of the above described subdivision or portion thereof.

4. Petitioner(s) covenant(s) and warrant(s) that _____he_____ hold(s) fee simple title to the above described subdivision or portion thereof.

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 subdivision plat or portion thereof which is described herein.

Executed in the presence of:

Witness
Fred R. Thompson
Print or Type Name

Witness
Ruth Boore
Print or Type Name

Clearwater 102, LLC
a Florida limited liability company
By: Hemmer Consulting, LLC
a Florida limited liability company,
its Manager

By: _____
Fred Hemmer, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was sworn to, subscribed, and acknowledged before me this 31ST day of JANUARY, 2018, by FRED HEMMER. He is personally known to me, or (___) has produced current _____ as identification.

JEFFREY A SIMMONS
MY COMMISSION #FF088717
EXPIRES April 25, 2018
(407) 398-0153 FloridaNotaryService.com
(Notary Seal)

Notary Public
JEFFREY A. SIMMONS
Print or type name

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

BCC Approved:_____

RESOLUTION NUMBER R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING AND ANNULLING A SUBDIVISION PLAT OR A PORTION THEREOF AND RETURNING THE PROPERTY TO ACREAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, petitioner, Clearwater 102, L.L.C., has applied to the Board of County Commissioners of Escambia County, Florida, to vacate a subdivision plat or a portion thereof and return the property to acreage; and

WHEREAS, petitioner owns the fee simple title to the whole or that portion of the plat sought to be vacated, as described in Exhibits "A"; and

WHEREAS, the approval of the petition to vacate the whole or that portion of the plat by the Board of County Commissioners of Escambia County, Florida, will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, in accordance with Section 177.101, Florida Statutes, petitioner has caused notice of his intention to apply to the Board of County Commissioners of Escambia County, Florida, to vacate the plat to be published as a legal notice in a newspaper of general circulation in Escambia County; and

WHEREAS, that all state and county taxes assessed against the whole or that portion of the plat sought to be vacated have been paid; and

WHEREAS, petitioner has complied with all of the requirements of Chapter 177, Florida Statutes, regarding vacation and annulment of plats subdividing lands:

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

1. The foregoing recitals are true and correct and incorporated in the findings of the Board.

2. The petition to vacate is approved and the whole or that portion of the plat described in Exhibits "A" is hereby vacated and annulled, and the property is returned to acreage.

3. The vacation shall not become effective until a certified copy of this resolution has been filed in the offices of the Circuit Court Clerk, duly recorded in the public records of Escambia County, Florida, and petitioner publishes notice of its

adoption one time within 30 days hereafter in a newspaper of general circulation in Escambia County, Florida.

ADOPTED this _____ day of _____, 20___.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Exhibit "A"

PARCEL F-1

A PORTION OF PRIVATE PARCEL "F", HUNTINGTON CREEK FIRST ADDITION, AS RECORDED IN PLAT BOOK 19 AT PAGE 34 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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MINUTES 44 SECONDS EAST, CHORD DISTANCE= 144.42 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 05 DEGREES 35 MINUTES 50 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE GO SOUTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 225.00 FEET FOR AN ARC DISTANCE OF 137.21 FEET (DELTA= 34 DEGREES 56 MINUTES 26 SECONDS, CHORD BEARING= SOUTH 11 DEGREES 52 MINUTES 23 SECONDS EAST, CHORD DISTANCE= 135.10 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 29 DEGREES 20 MINUTES 36 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 79.80 FEET; THENCE DEPART SAID WEST RIGHT OF WAY OF HUNTINGTON CREEK BOULEVARD GO NORTH 84 DEGREES 24 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 18.30 FEET TO THE WEST LINE OF THE AFORESAID PARCEL "F"; THENCE GO NORTH 29 DEGREES 20 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL "F" FOR A DISTANCE OF 69.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" HAVING A RADIUS OF 240.00 FEET FOR AN ARC DISTANCE OF 146.39 FEET (DELTA= 34 DEGREES 56 MINUTES 59 SECONDS, CHORD BEARING= NORTH 11 DEGREES 52 MINUTES 55 SECONDS WEST, CHORD DISTANCE= 144.11 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 05 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL "F" FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" FOR AN ARC DISTANCE OF 135.57 FEET (DELTA= 59 DEGREES 44 MINUTES 59 SECONDS, CHORD BEARING= NORTH 24 DEGREES 16 MINUTES 20 SECONDS WEST, CHORD DISTANCE= 129.51 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 54 DEGREES 08 MINUTES 50 SECONDS WEST ALONG SAID WEST LINE OF PARCEL "F" FOR A DISTANCE OF 573.54 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED WEST LINE OF PARCEL "F" FOR AN ARC DISTANCE OF 117.14 FEET (DELTA= 57 DEGREES 21 MINUTES 57 SECONDS, CHORD BEARING= NORTH 25 DEGREES 27 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 112.31 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE OF PARCEL "F" FOR A DISTANCE OF 237.41 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.50 ACRES MORE OR LESS.

NOTICE OF ADOPTION OF RESOLUTION VACATING AND ANNULLING
A SUBDIVISION PLAT OR PORTION THEREOF

NOTICE IS HEREBY GIVEN that following a public hearing held on 15 MARCH, 2018, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating and annulling the subdivision plat or portion thereof of Huntington Creek First Addition, being more particularly described as follows:

HUNTINGTON CREEK FIRST ADDITION, PLAT BOOK 19, PAGE 34 AND 34A DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8 FOR A DISTANCE OF 1320.00 FEET TO A POINT ON THE EAST LINE OF TWIN SPIRES PLANTATION AS RECORDED IN PLAT BOOK 18 AT PAGE 31 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE OF TWIN SPIRES PLANTATION FOR A DISTANCE OF 51.15 FEET; THENCE GO SOUTH 86 DEGREES 46 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 150.00 FEET; THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE GO SOUTH 87 DEGREES 13 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 190.00 FEET; THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 346.70 FEET TO A POINT ON THE NORTH LINE OF A 200 FOOT WIDE GULF POWER COMPANY EASEMENT; THENCE GO NORTH 59 DEGREES 05 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE OF GULF POWER COMPANY EASEMENT FOR A DISTANCE OF 158.11 FEET; THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 182.35 FEET; THENCE GO SOUTH 59 DEGREES 05 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 158.61 FEET; THENCE GO SOUTH 53 DEGREES 23 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 387.64 FEET TO A POINT ON THE SOUTH LINE OF SAID 200 FOOT WIDE GULF POWER COMPANY EASEMENT; THENCE GO SOUTH 59 DEGREES 05 MINUTES 32 SECONDS EAST ALONG SAID SOUTH LINE OF 200 FOOT WIDE GULF POWER COMPANY EASEMENT FOR A DISTANCE OF 352.46 FEET; THENCE GO SOUTH 12 DEGREES 50 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 125.30 FEET; THENCE GO SOUTH 05 DEGREES 36 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 912.03 FEET; THENCE GO NORTH 58 DEGREES 53 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 433.59 FEET; THENCE GO NORTH 04 DEGREES 56 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 11.09 FEET; THENCE GO SOUTH 58 DEGREES 53 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 262.77 FEET; THENCE GO NORTH 66 DEGREES 32 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 78.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE OF 55.65 FEET (DELTA= 12 DEGREES 15 MINUTES 45 SECONDS, CHORD BEARING= NORTH 11 DEGREES 44 MINUTES 08 SECONDS EAST, CHORD DISTANCE= 55.54 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 05 DEGREES 36 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 138.55 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 160.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET FOR AN ARC DISTANCE OF 97.59 FEET (DELTA= 34 DEGREES 56 MINUTES 51 SECONDS, CHORD BEARING= NORTH 11 DEGREES 52 MINUTES 11 SECONDS WEST, CHORD DISTANCE= 96.09 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 29 DEGREES 20 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 118.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 240.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 240.00 FEET FOR AN ARC DISTANCE OF 146.39 FEET (DELTA= 34 DEGREES 56 MINUTES 53 SECONDS, CHORD BEARING= NORTH 11 DEGREES 50 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 144.13 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 05 DEGREES 35 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 130.00 FEET FOR AN ARC DISTANCE OF 135.57 FEET (DELTA= 59 DEGREES 44 MINUTES 59 SECONDS, CHORD BEARING= NORTH 24 DEGREES 16 MINUTES 20 SECONDS WEST, CHORD DISTANCE= 129.51 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 54 DEGREES 08 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 573.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 117.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 117.00 FEET FOR AN ARC DISTANCE OF 117.14 FEET (DELTA= 57 DEGREES 21 MINUTES 57 SECONDS, CHORD BEARING= NORTH 25 DEGREES 27 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 112.31 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 237.41 FEET; THENCE GO NORTH 59 DEGREES 05 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 152.47 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF TWIN SPIRES PLANTATION; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 278.58 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTIONS 8 AND 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 10.43 ACRES MORE OR LESS.

and returning the property to acreage.

Dated this15day of MARCH, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

CERTIFICATION OF PROPERTY OWNERSWITHIN 500 FEET

The undersigned petitioner(s) does hereby certify that the individuals whose names and addresses are attached represent all of those individuals owning property which lies within 500 feet of the subdivision plat or portion thereof which is subject to the Petition to Vacate, dated 15 March, 2018.

Witness

Print or Type Name Fred R. Thompson

Witness

Print or Type Name

Clearwater 102, LLC
a Florida limited liability company
By: Hemmer Consulting, LLC
a Florida limited liability company,
its Manager

By: _____
Fred Hemmer, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was sworn to, subscribed, and acknowledged before me this 21ST day of FEBRUARY, 2018, by FRED HEMMER. He/She (X) is personally known to me, or (___) has produced current _____ as identification.

JEFFREY A SIMMONS
MY COMMISSION #FF088717
EXPIRES April 25, 2018
(407) 398-0153 FloridaNotaryService.com

(Notary Seal)

Notary Public

JEFFREY A SIMMONS
Print or type name

Refno	OName1	MailingAddr
081S313203000001	SCHAEFER PAUL V &	8520 BEULAH RD+PENSACOLA, FL 32526
081S313402010001	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402010002	WESTERHEIM PROPERTIES INC	3108 BRITTANY CT+PENSACOLA, FL 32504
081S313402010003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402010004	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402020001	ANDERSON MICHAEL B	1432 KINGS RD+CANTONMENT, FL 32533
081S313402020002	BAUCOM MYRA JANE	7285 GOLF CLUB DR+KEY WEST, FL 33040
081S313402020003	SNYDER JOSEPH P	6028 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402020004	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402030001	ALLEN JEFFREY H	6001 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402030002	BROWN RICKY D	6033 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402030003	GRUNDMEIER SCOTT M	5892 DANDELION LN+PENSACOLA, FL 32526
081S313402030004	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
081S313402040001	SUHI KEREM D	6005 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402040002	CEMBROLA JOSEPH K &	PO BOX 37262+PENSACOLA, FL 32526
081S313402040003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402040004	MCCOLLOUGH CURTIS EARL	5959 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402050001	TRULAND HOMES LLC	29891 WOODDROW LN STE 100+SPANISH FORT, AL 36527
081S313402050002	GARNER GERALD P	6041 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
081S313402050003	SELLERS FREDERICK	6040 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402050004	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
081S313402060001	RILEY MICHAEL A	6013 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402060002	GREEN DALLIS L &	6045 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
081S313402060003	CLASSIC HOMES OF PENSACOLA LLC	6833 CEDAR RIDGE DR+PENSACOLA, FL 32526
081S313402060004	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402061003	JARVIS JEFFREY L	6044 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402070001	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402070002	ALVARE DANIEL	6049 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402070003	GADE KEVIN MICHAEL	6048 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402070004	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402080001	CLASSIC HOMES REALITY & DEVELOPMENT INC	6833 CEDAR RIDGE DR+PENSACOLA, FL 32526
081S313402080002	CLINE TIMOTHY P	6053 HUNTINGTON CREEK CIR+PENSACOLA, FL 32506
081S313402080003	BRIGHT BEVERLY K	6052 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
081S313402080004	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402090001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
081S313402090002	POWELL EDDIE NELSON II	4408 SOUTHLEA DR+WINTERVILLE, NC 28590

081S313402090003	PHILLIPS DAVID	6056 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
~~081S313402090004~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402100002	RAGAS SHARON L	281 LE CIRQUE+MADISONVILLE, LA 70447
081S313402100003	MEJIAS EDUARDO JOSE	1797 ANDREW JACKSON CT+PENSACOLA, FL 32508
~~081S313402100004~~	~~CLEARWATER 102 LLC~~	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402110002	KING STEVEN BRIAN &	6065 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
081S313402110003	VILLANOVA KHAZAN D	PO BOX 11081+PENSACOLA, FL 32524
~~081S313402120002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402120003	DAVIS KENNETH MICHAEL &	6064 TOULOUSE DR+PENSACOLA, FL 32505
~~081S313402130002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402130003~~	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
081S313402140002	NISE JAMES R	5152 WHEELER WAY+PENSACOLA, FL 32526
~~081S313402140003~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402150002	HORTON D R INC	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402150003~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402160002~~	~~TRULAND HOMES LLC~~	~~29891 WOODROW LN STE 100+SPANISH FORT, AL 36527~~
~~081S313402160003~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402170002~~	~~TRULAND HOMES LLC~~	~~29891 WOODROW LN STE 100+SPANISH FORT, AL 36527~~
081S313402170003	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402180002	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402180003~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402190002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402190003	~~HORTON D R INC~~	25366 PROFIT DR+DAPHNE, AL 36526
~~081S313402200002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402200003~~	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402210002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402210003	FRYER ALFRED G II	6320 CLEGG RD+PENSACOLA, FL 32526
~~081S313402220002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402220003	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402230002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
081S313402230003	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402240002~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402240003~~	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402250002~~	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
~~081S313402250003~~	~~CLEARWATER 102 LLC~~	~~1604 E JACKSON ST+PENSACOLA, FL 32501~~
~~081S313402260002~~	~~HORTON D R INC~~	~~25366 PROFIT DR+DAPHNE, AL 36526~~
081S313402260003	CRISWELL LARRY W &	5920 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526

081S313402270002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402270003	MITCHELL QULLIAS JR	5924 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402280002	POISSANT JUSTIN	9960 RAIL CIR+PENSACOLA, FL 32507
081S313402280003	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402290002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402290003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402300002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402300003	CHUDASAMA BANDISH P	5936 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402310002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402310003	HAYNES DANIEL R	5984 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402320002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402320003	BROWN ROBERT CHARLES JR	5988 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402330002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402330003	GOTHARD EARL GOTHARD JR	5992 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402340002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402340003	CAZALET GEORGE D	5996 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402350002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402350003	YOCKEY RONALD L YOCKEY JUDITH H	6000 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402360002	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402360003	AHRENSDORF SHEILA J	6004 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402370002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402370003	KAYDO MARK D	6008 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402380002	WHITEHEAD MITCHELL E	5843 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402380003	BARNES EMMANUEL JR	6012 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402390002	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402390003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402400002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402410002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402420002	CORTESA SMITH VALENTENIA	7027 WHEELER CT UNIT C+FORT MEADE, MD 20755
081S313402430002	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402440002	GRESHAM ROBERT S	5867 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402450002	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
081S313402460002	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402470002	BENKEN ERIC W	5879 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402480002	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402490002	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402500002	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526

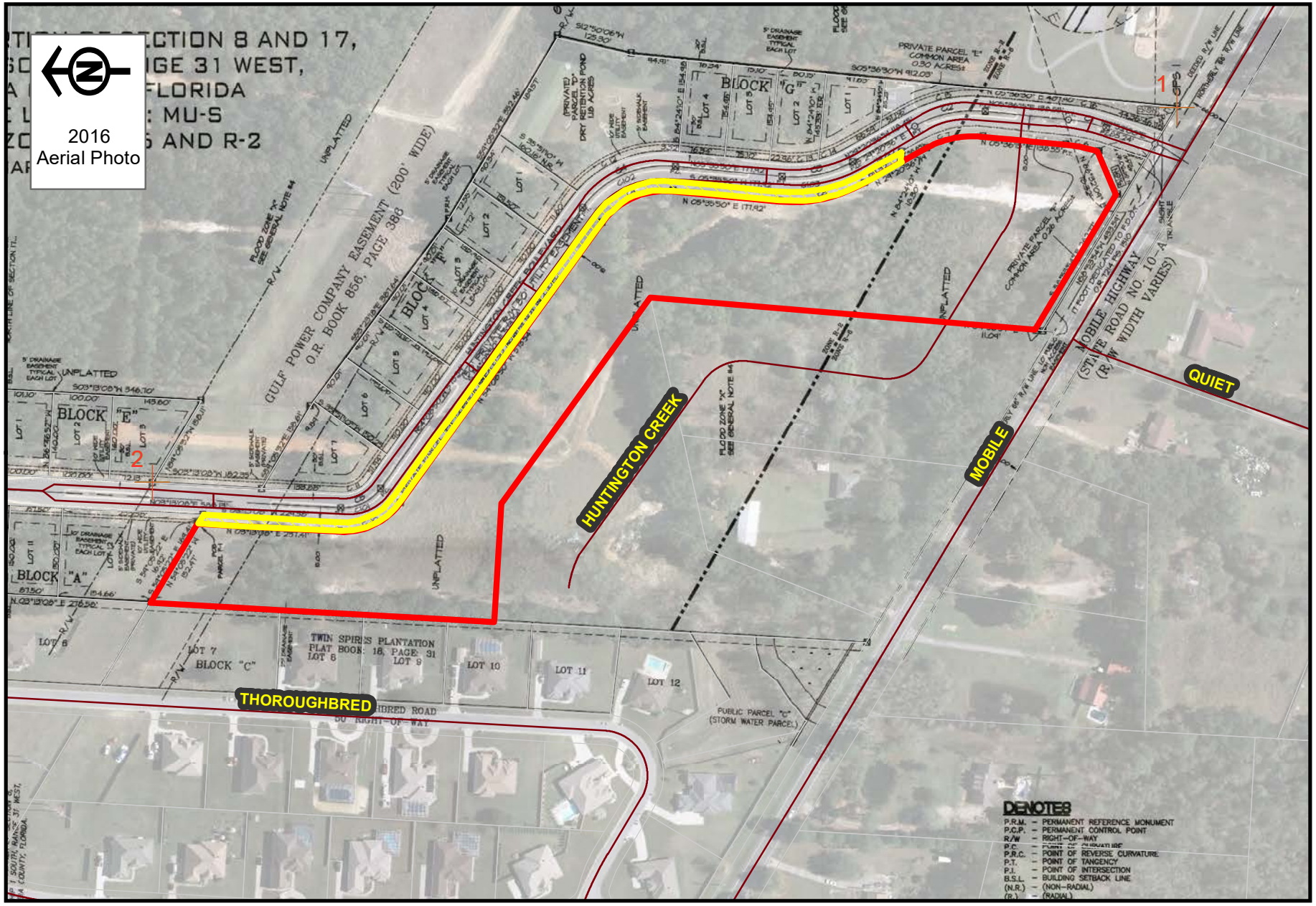
081S313402510002	SHARPSTEEN BENJAMIN L	5913 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
081S313402520002	TRULAND HOMES LLC	29891 WOODROW LN STE 100+SPANISH FORT, AL 36527
081S313402800004	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
081S313402805004	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
081S313402810004	EMERALD COAST UTILITIES AUTHORITY	PO BOX 17089+PENSACOLA, FL 32522
081S313402815004	EMERALD COAST UTILITIES AUTHORITY	PO BOX 17089+PENSACOLA, FL 32522
171S312101000000	ESCAMBIA COUNTY	221 PALAFOX PL STE 420+PENSACOLA, FL 32502
171S312102010005	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102020005	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312102100001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312102105007	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
171S312102110001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312201001002	SHAW JOHN JR EST OF	8414 BEULAH RD+PENSACOLA, FL 32526
171S312203010002	JOHNSON WAYNE J	64 PONDEROSA DR+ATMORE, AL 36502
171S312203010003	BZDICK JAMES F &	8084 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203010006	ESCAMBIA COUNTY	221 PALAFOX PL STE 420+PENSACOLA, FL 32502
171S312203020002	EST/KENNETH S &	8067 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203020003	HOWELL WADE S & TOYYA ALICE	118 EMERALD CIR+DURHAM, NC 27713
171S312203020006	TWIN SPIRES PLANTATION HOMEOWNERS ASSOCIATION OF	8079 THROUGHBRED RD+PENSACOLA, FL 32526
171S312203030002	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
171S312203030003	UPTON SANDRA C	8072 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203040002	INGWELL JAY A &	8079 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203040003	GUTIERREZ PHILLIP A	8066 THOUROUGHBRED RD+PENSACOLA, FL 32526
171S312203050003	LABELLE THOMAS C & KAREN J	8060 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203070005	KOBIEC DONALD J &	8059 THOROUGHBRED RD+PENSACOLA, FL 32526

Refno	OName1	MailingAddr
171S312101000001	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
171S312101003001	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
171S312401000001	CAMP NELMA J	7911 MOBILE HWY+PENSACOLA, FL 32526
171S312401003001	WICKHAM GLADYS M	7825 MOBILE HWY+PENSACOLA, FL 32526
171S313401004001	DAVIS ANN ELIZABETH PATTERSON	25533 COUNTY RD # 71+ROBERTSDALE, AL 36567
081S313402040003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402070001	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402090001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
081S313402200003	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402220003	HORTON D R INC	25366 PROFIT DR+DAPHNE, AL 36526
081S313402390003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402800004	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
171S312102010006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102010007	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102020005	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312102020007	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102030005	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102030006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102030007	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102040006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102040007	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102050006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102060006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102070006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102100001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312102100007	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
171S312102110007	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102120001	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312203020006	TWIN SPIRES PLANTATION HOMEOWNERS ASSOCIATION OF	8079 THROUGHBRED RD+PENSACOLA, FL 32526
171S312203030006	TWIN SPIRES PLANTATION HOMEOWNERS ASSOCIATION OF	8079 THROUGHBRED RD+PENSACOLA, FL 32526
171S312203070003	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
171S312203090003	PHILLIPS DALE J &	8030 THOROUGHBRED RD+PENSACOLA, FL 32526
081S313402210003	FRYER ALFRED G II	6320 CLEGG RD+PENSACOLA, FL 32526

081S313402020002	BAUCOM MYRA JANE	7285 GOLF CLUB DR+KEY WEST, FL 33040
171S312203060001	PUGH JAMES R JR &	6531 MINT JULEP TRL+PENSACOLA, FL 32526
081S313402040002	CEMBROLA JOSEPH K &	PO BOX 37262+PENSACOLA, FL 32526
171S312203030003	UPTON SANDRA C	8072 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312401007001	MCALLISTER EDWARD J &	7901 MOBILE HWY+PENSACOLA, FL 32526
081S313402080001	CLASSIC HOMES REALITY & DEVELOPMENT INC	6833 CEDAR RIDGE DR+PENSACOLA, FL 32526
171S312203020005	FISHER RONALD	9235 ROE ST+PENSACOLA, FL 32514
171S312203020002	ESTY KENNETH S &	8067 THOROUGHBRED RD+PENSACOLA, FL 32526
081S313402050003	SELLERS FREDERICK	6040 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
081S313402050002	GARNER GERALD P	6041 HUNTINGTON CREEK CIRCLE+PENSACOLA, FL 32526
171S312102010005	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102020006	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501
171S312203080003	GILBERT JOHN D IV	8036 THOROUGHBRED RD+PENSACOLA, FL 32526
081S313402010002	WESTERHEIM PROPERTIES INC	3108 BRITTANY CT+PENSACOLA, FL 32504
171S312203070005	KOBIEC DONALD J &	8059 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203050003	LABELLE THOMAS C & KAREN J	8060 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203040003	GUTIERREZ PHILLIP A	8066 THOUROUGHBRED RD+PENSACOLA, FL 32526
081S313402380003	BARNES EMMANUEL JR	6012 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
171S312203110005	MARI KARINNA H SOLE E	8029 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203030001	ECHOLS DENNIS J &	6513 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203010001	HA LINDA	1939 COUNTY ROAD 81+VALLEY GRANDE, AL 36703-9327
171S312203040002	INGWELL JAY A &	8079 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203070001	FOUNTAIN FREDDIE D &	21050 SW 172 AVE+MIAMI, FL 33187
171S312203060003	VO MYNHAN	8054 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203020003	HOWELL WADE S & TOYYA ALICE	118 EMERALD CIR+DURHAM, NC 27713
081S313402030003	GRUNDMEIER SCOTT M	5892 DANDELION LN+PENSACOLA, FL 32526
171S312203010006	ESCAMBIA COUNTY	221 PALAFOX PL STE 420+PENSACOLA, FL 32502
171S312203060005	TRINKLE JAMES A &	6536 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203100003	HILL JIMMY M &	8024 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203010004	WISE JAMES L &	8000 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312101001001	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
081S313402020003	SNYDER JOSEPH P	6028 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
171S312300021001	PALMERINO DONALD &	7917 MOBILE HWY+PENSACOLA, FL 32526
171S312203110003	MCALLISTER WILLIAM J	8018 THOROUGHBRED RD+PENSACOLA, FL 32526

081S313402060001	RILEY MICHAEL A	6013 HUNTINGTON CREEK BLVD+PENSACOLA, FL 32526
171S312203080005	BRANT ANNA M	8047 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203130005	COGER JOHN M &	8017 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203120005	CARTER WILLIAM L LIFE EST &	8023 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203020001	BROWN ANGELA JOY	6507 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203040005	CORNISH FREDRICK & TONETTE M	6520 MINT JULEP TRL+PENSACOLA, FL 32526
081S313402050001	TRULAND HOMES LLC	29891 WOODDROW LN STE 100+SPANISH FORT, AL 36527
171S312203030002	CLEARWATER 102 LLC	C/O HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501
171S312102110001	CLASSIC HOMES OF PENSACOLA LLC	8608 EIGHT MILE CREEK RD+PENSACOLA, FL 32526
171S312203040001	NARVASA CARLO L	6519 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203030005	WHITE LAJARROLD A & TRACY R	6518 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203010002	JOHNSON WAYNE J	64 PONDEROSA DR+ATMORE, AL 36502
171S312101000000	ESCAMBIA COUNTY	221 PALAFOX PL STE 420+PENSACOLA, FL 32502
171S312300020001	SLAY BARBARA A &	7915 MOBILE HWY+PENSACOLA, FL 32526
171S312203100005	DIXON MONROE J &	8035 THOROUGHBRED RD+PENSACOLA, FL 32526
081S313402030002	BROWN RICKY D	6033 HUNTINGTON CREEK CIR+PENSACOLA, FL 32526
171S312203020004	RALSTON RICHARD L &	8006 THOROUGHBRED RD+PENSACOLA, FL 32526
171S312203010005	BEAL MATTHEW & JESSICA	6506 MINT JULEP TRL+PENSACOLA, FL 32526
171S312203090005	SAILORS DONALD E &	4912 LANETTE DR+PENSACOLA, FL 32526
171S312203050005	AREOLA ROSENDO S &	6530 MINT JULEP TRL+PENSACOLA, FL 32526
171S312402000000	NORRIS FREDRICK W JR	7940 MOBILE HWY+PENSACOLA, FL 32526
171S312203050001	QUACH LIEN THI	6525 MINT JULEP TRL+PENSACOLA, FL 32526
171S312401002001	ADKISON SHARON K	7917 THOMLEY TRL+PENSACOLA, FL 32526
171S312203120003	EHRMANN JOHN C III &	13946 BLACKBEARD DR+CORPUS CHRISTI, TX 78418
171S312102105007	HUNTINGTON CREEK COMMUNITY ASSOCIATION INC	4505 WOODBINE RD+PACE, FL 32571
171S312101002001	DUNSON WILLIAM H &	7800 MOBILE HWY+PENSACOLA, FL 32526
081S313402010003	CLEARWATER 102 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501

Huntington Creek First Addition Plat Vacation



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/2/18 DISTRICT 1

Clearwater 102, LLC Property

Area to be vacated - Parcel F-1

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-13753 **Clerk & Comptroller's Report** **11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/15/2018
Issue: 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

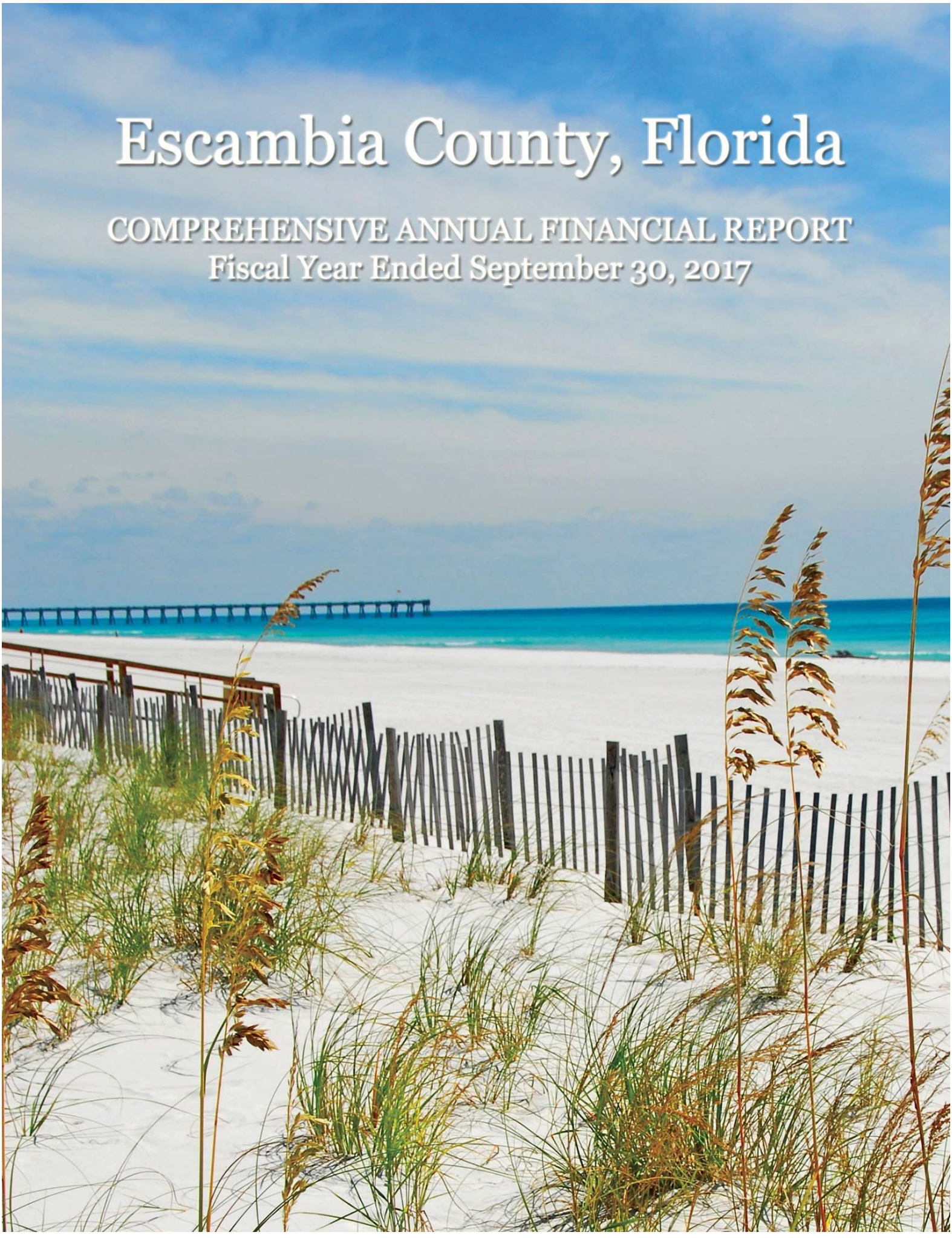
That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports are available online at http://www.escambiaclerk.com/clerk/coc_cafr.aspx)

A. The Government Finance Officer's Association version of the Escambia County, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2017; and

B. The Auditor General version of the Escambia County, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2017.

Attachments

2017 CAFR
2017 CAFR-AG



Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2017

ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2017

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, 2016

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Douglas Underhill .....Chair – District 2
Jeff Bergosh.....Vice Chair – District 1
Grover C. Robinson, IV .....Commissioner – District 4
Lumon J. May.....Commissioner – District 3
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 ..... County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

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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 9, 2018

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, 2017 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, 2017, 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, 2017. 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. 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 315,187. 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 24,800 in the leisure and hospitality industry with accommodations and food services representing 12.5% of the area workforce. The largest major industry sector is health care and social assistance with 17.1% 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 the health 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 6,342 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 sixth straight year. The unemployment rate of 4.0% locally reflects a decrease of 1.1% from the previous year's rate of 5.1%.

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.

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 new "Ask MyEscambia" citizen's information portal replaces GovQA allowing questions on a variety of subjects; providing for quick responses from the County in a format similar to Facebook or Twitter. This innovation is expanding access, transparency and efficiency for citizen requests. The County continues this positive trend into the future.

Increasing the number of vehicles with tracking systems will continue, in addition to expanding the fraud abuse hotline; these initiatives 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 15 to 19. 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 $16 million. Lists of prioritized projects were submitted for consideration to the Board of County Commissioners. Once the projects were selected and the public comment period complete, the Multi-Year Implementation Plan (MYIP) was submitted to the U.S Treasury Department for final review and acceptance. In fiscal year 2017, the Board of County Commissioners approved ten projects to include in the MYIP; this MYIP was approved in October 2017 by the U.S. Treasury Department. These ten project applications totaling $8.6 million are expected to be approved and funded in the next fiscal year. The County is working on another planning grant for future revisions to the MYIP.

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. 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 2018, the County will have invested more than $378 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. LOST funding was scheduled to expire December 2017. In November 2014, a 10 year extension was approved by public referendum; this vote extends 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 County is moving forward with building a modern 1,476 bed County Jail Facility funded through the use of LOST, insurance, FEMA grant funding, and the issuance of bonds. Jail construction is estimated to cost approximately $129 million, and will have enhanced observation and infirmary capabilities, as well as open dormitory style housing areas, state of the art video monitoring, and key control technology. Cost savings and efficient operations will benefit the county for years to come.

The County's incorporation of the public works and public safety aspects of the Santa Rosa Island Authority (SRIA) will continue to improve service levels and response times on Pensacola Beach. This increased efficiency is coupled with lease fee reductions of $4 million and budget savings in the next fiscal year of $200,000.

The fiscal year 2018 adopted budget increased by $19 million over the prior year to $455.8 million. While the total direct millage rate for property tax remained unchanged at 7.661 mills, property values increased an average of 4% 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.

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, 2016. This was the 21st 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.

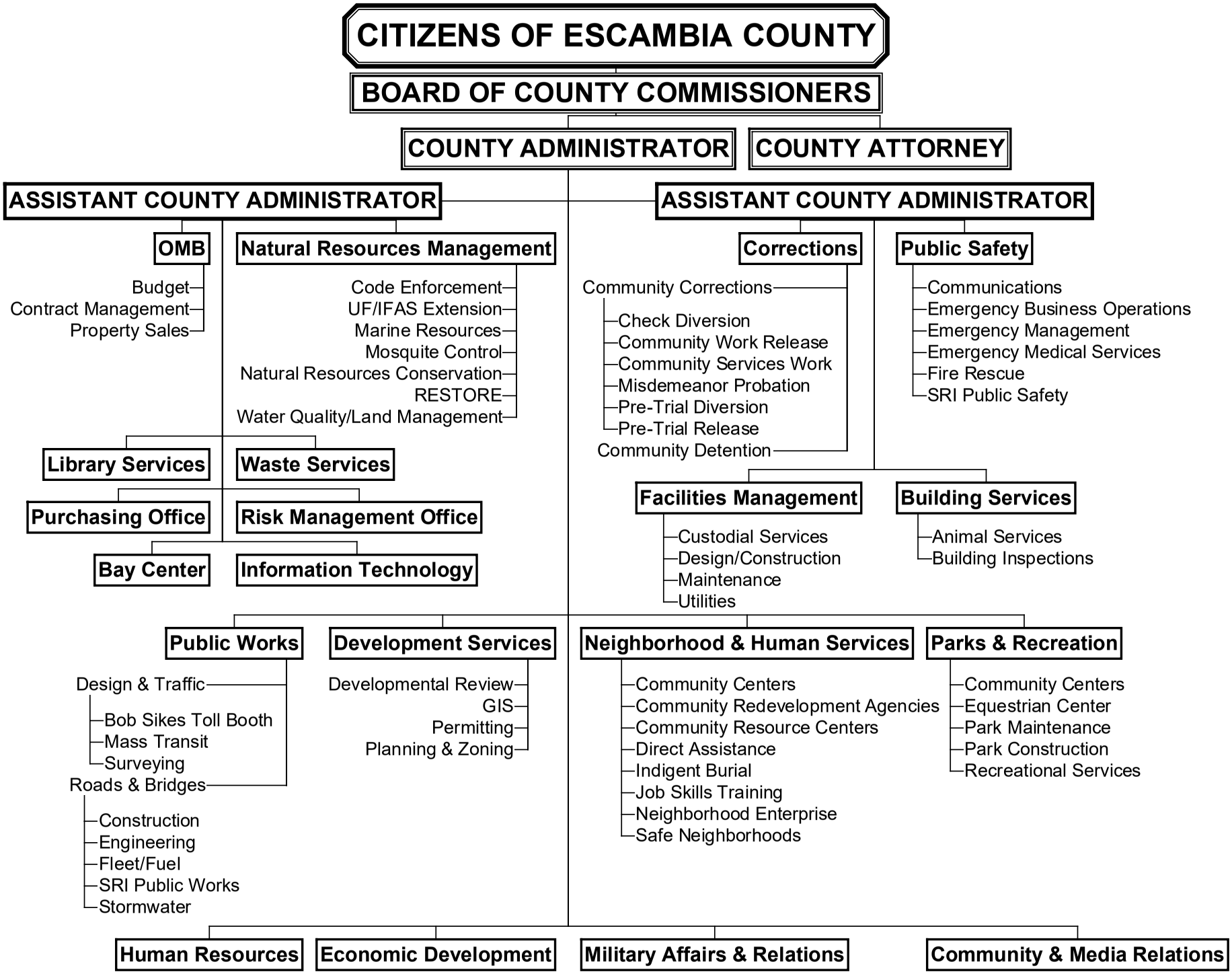
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2016. This is the 21st consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communication device.

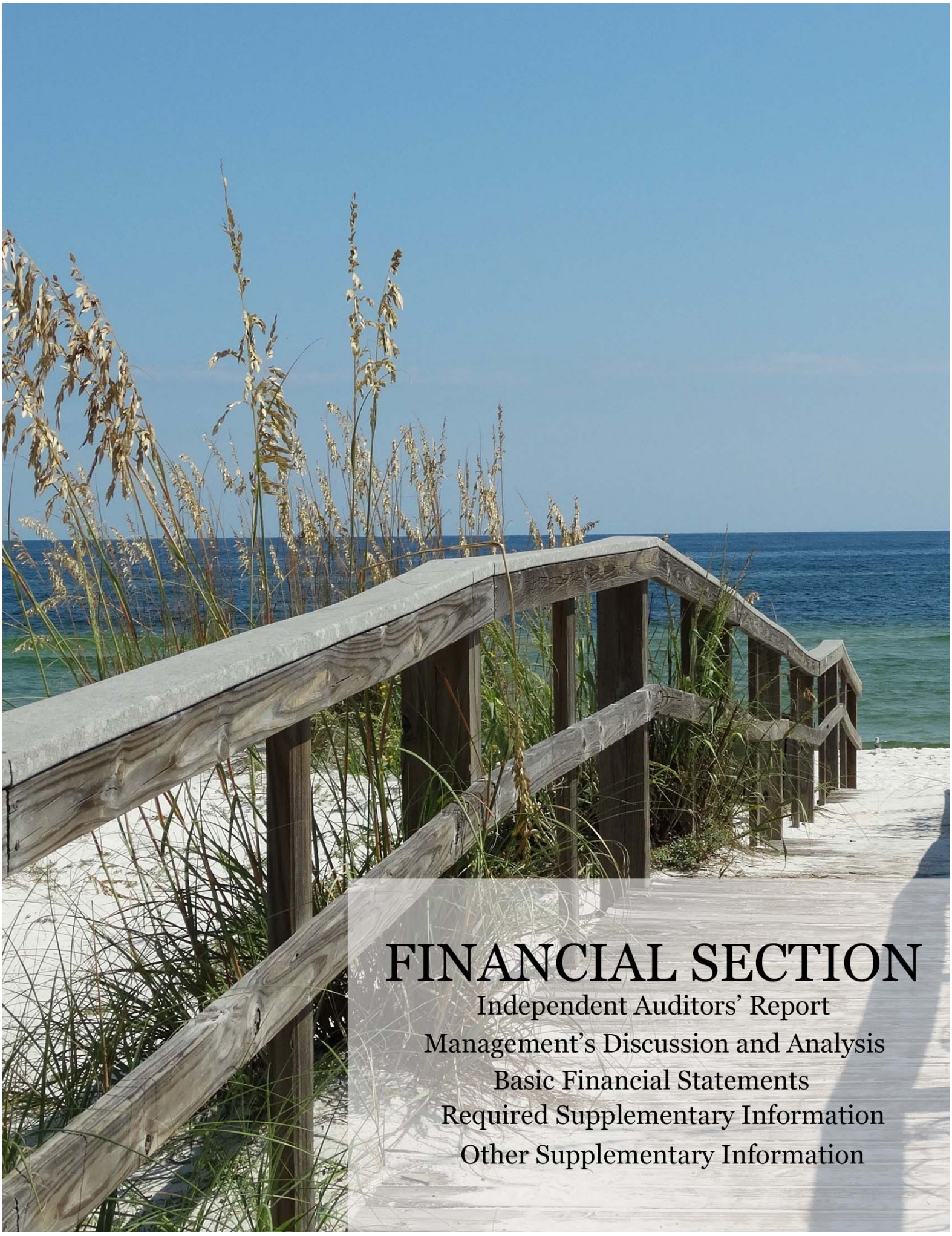
The preparation of this comprehensive annual financial report (CAFR) would not have been possible without the skill, effort, and dedication of the entire financial staff of the Clerk of the Circuit Court and Comptroller. I would like to express my appreciation to the Financial Reporting and Grants Department: Sharon Harrell, Interim Finance Director; Beth Parker, Harold Coats, Kara Cowen, Judy-Ann Stanley, and Tammy Plant. 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
Natural Resources Management
Code Enforcement
UF/IFAS Extension
Marine Resources
Mosquito Control
Natural Resources Conservation
RESTORE
Water Quality/Land Management
Corrections
Community Corrections
Check Diversion
Community Work Release
Community Services Work
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
SRI Public Safety
Library Services
Waste Services
Purchasing Office
Risk Management Office
Bay Center
Information Technology
Facilities Management
Custodial Services
Design/Construction
Maintenance
Utilities
Building Services
Animal Services
Building Inspections
Public Works
Design & Traffic
Bob Sikes Toll Booth
Mass Transit
Surveying
Roads & Bridges
Construction
Engineering
Fleet/Fuel
SRI Public Works
Stormwater
Development Services
Developmental Review
GIS
Permitting
Planning & Zoning
Neighborhood & Human Services
Community Centers
Community Redevelopment Agencies
Community Resource Centers
Direct Assistance
Indigent Burial
Job Skills Training
Neighborhood Enterprise
Safe Neighborhoods
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance
Park Construction
Recreational Services
Human Resources
Economic Development
Military Affairs & Relations
Community & Media Relations



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
850.435.7400
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, 2017, 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, 2017, which statements reflect total assets and deferred outflows of $8,448,819 and total revenues of $6,032,259.

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, 2017, 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, 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 funding progress, 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 9, 2018 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.

Pensacola, Florida
February 9, 2018

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, 2017. 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 $602,098,128 (net position). Of this amount, ($76,448,854) represents unrestricted net position.

- The County's total net position increased by $2,989,459; governmental activities increased by $1,499,388 and business-type activities increased by $1,490,071.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $299,776,559, an increase of $88,934,520 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 $30,148,716 or 17.3% of total general fund expenditures and transfers out.

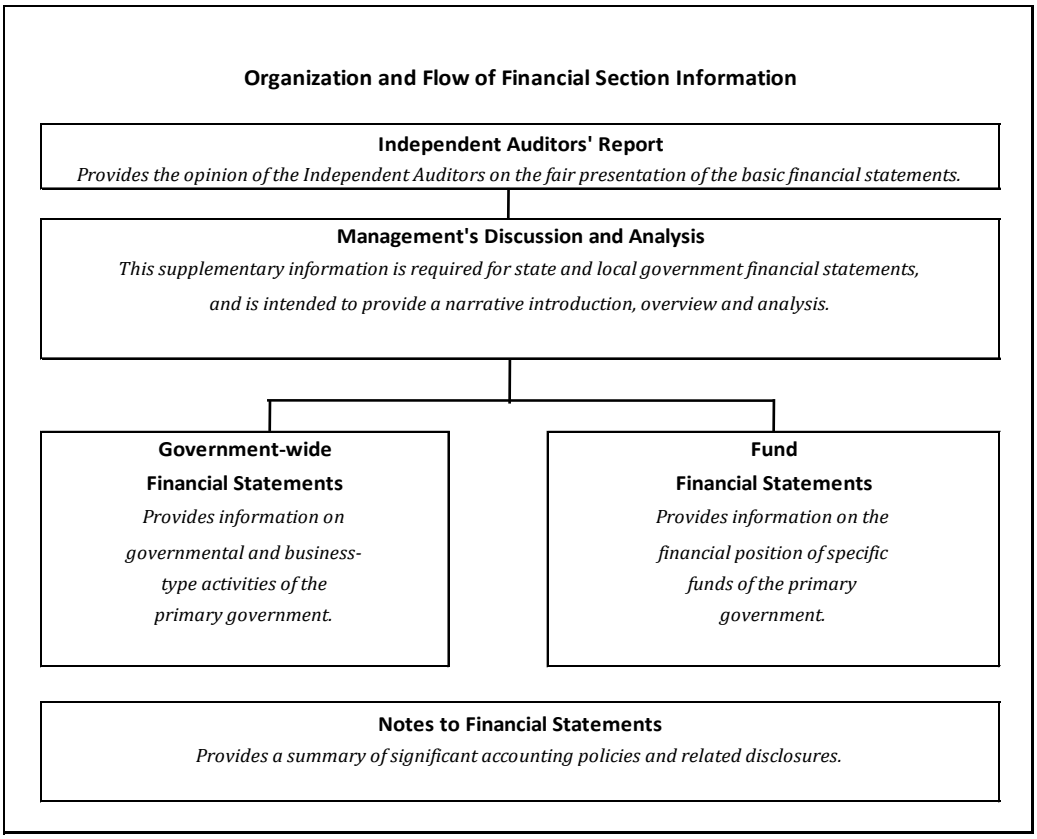
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $46,446,303, or approximately 26.6% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $2,843,484 or .9% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue decreased due to disaster recovery, however there were increases in state revenue sharing, and grant revenue for 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. Special assessments increased primarily due to an increase in MSBU fees for fire protection.

- At the end of the current fiscal year, the net pension liability increased $22,870,899 for governmental funds and $2,036,130 for business-type activities for an ending net pension liability of $203,039,679, an approximate increase of 13.98% 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, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 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 progress in funding its obligation to provide 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 two major capital project funds (LOST 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 $602,098,128 at the close of the most recent fiscal year.

At the end of fiscal year 2017, 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 ($76,448,854) is negative unrestricted net position.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current and Other Assets	$ 345,798,035	$ 266,125,537	$ 58,196,886	$ 56,105,776	$ 403,994,921	$ 322,231,313
Capital Assets (Net)	555,075,172	538,798,424	49,735,148	47,462,685	604,810,320	586,261,109
Total Assets	900,873,207	804,923,961	107,932,034	103,568,461	1,008,805,241	908,492,422
Total Deferred Outflow of Resources	93,314,727	82,564,923	8,175,694	7,205,271	101,490,421	89,770,194
Current and Other Liabilities	28,135,321	29,101,761	5,141,398	3,784,792	33,276,719	32,886,553
Long-term Liabilities	418,482,921	314,511,616	34,069,016	31,787,129	452,551,937	346,298,745
Total Liabilities	446,618,242	343,613,377	39,210,414	35,571,921	485,828,656	379,185,298
Total Deferred Inflow of Resources	20,801,138	18,606,341	1,567,740	1,362,308	22,368,878	19,968,649
Net Position:						
Net Investment in Capital Assets	463,840,289	437,791,704	49,735,148	47,462,685	513,575,437	485,254,389
Restricted	164,971,545	155,972,068	-	-	164,971,545	155,972,068
Unrestricted	(102,043,280)	(68,494,606)	25,594,426	26,376,818	(76,448,854)	(42,117,788)
Total Net Position	$ 526,768,554	$ 525,269,166	$ 75,329,574	$ 73,839,503	$ 602,098,128	$ 599,108,669

The County's total net position increased $2,989,459 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	
	2017	2016	2017	2016	2017	2016
REVENUES						
Program Revenues:						
Charges for Services	$ 64,133,543	$ 59,625,228	$ 33,521,924	$ 35,529,308	$ 97,655,467	$ 95,154,536
Operating Grants and Contributions	19,186,885	24,286,565	-	-	19,186,885	24,286,565
Capital Grants and Contributions	9,855,907	8,255,173	154,650	161,071	10,010,557	8,416,244
General Revenues:						
Property Taxes	110,050,775	109,691,072	-	-	110,050,775	109,691,072
Other Taxes	100,946,619	97,526,803	-	-	100,946,619	97,526,803
Other	13,565,189	15,697,998	301,408	499,327	13,866,597	16,197,325
Total Revenues	317,738,918	315,082,839	33,977,982	36,189,706	351,716,900	351,272,545
EXPENSES						
General Government	71,637,055	59,270,220	-	-	71,637,055	59,270,220
Public Safety	148,552,980	146,708,348	-	-	148,552,980	146,708,348
Physical Environment	2,855,242	2,735,811	-	-	2,855,242	2,735,811
Transportation	48,568,666	56,117,785	-	-	48,568,666	56,117,785
Economic Environment	14,087,642	12,460,443	-	-	14,087,642	12,460,443
Human Services	2,678,651	2,601,945	-	-	2,678,651	2,601,945
Culture/Recreation	9,957,418	10,248,426	-	-	9,957,418	10,248,426
Court-Related	12,583,055	11,686,120	-	-	12,583,055	11,686,120
Interest on Long-term Debt	4,574,479	3,276,975	-	-	4,574,479	3,276,975
Solid Waste	-	-	10,109,956	10,142,652	10,109,956	10,142,652
Emergency Management Services	-	-	13,616,039	12,678,124	13,616,039	12,678,124
Inspection Fund	-	-	2,500,120	2,435,111	2,500,120	2,435,111
Bay Center	-	-	7,006,138	6,837,256	7,006,138	6,837,256
Total Expenses	315,495,188	305,106,073	33,232,253	32,093,143	348,727,441	337,199,216
Excess (Deficiency) Before Transfers	2,243,730	9,976,766	745,729	4,096,563	2,989,459	14,073,329
Transfers	(744,342)	(696,992)	744,342	696,992	-	-
Special Item	-	9,688,834	-	-	-	9,688,834
Change in Net Position	1,499,388	18,968,608	1,490,071	4,793,555	2,989,459	23,762,163
Beginning Net Position	525,269,166	506,300,558	73,839,503	69,045,948	599,108,669	575,346,506
Ending Net Position	$ 526,768,554	$ 525,269,166	$ 75,329,574	$ 73,839,503	$ 602,098,128	$ 599,108,669

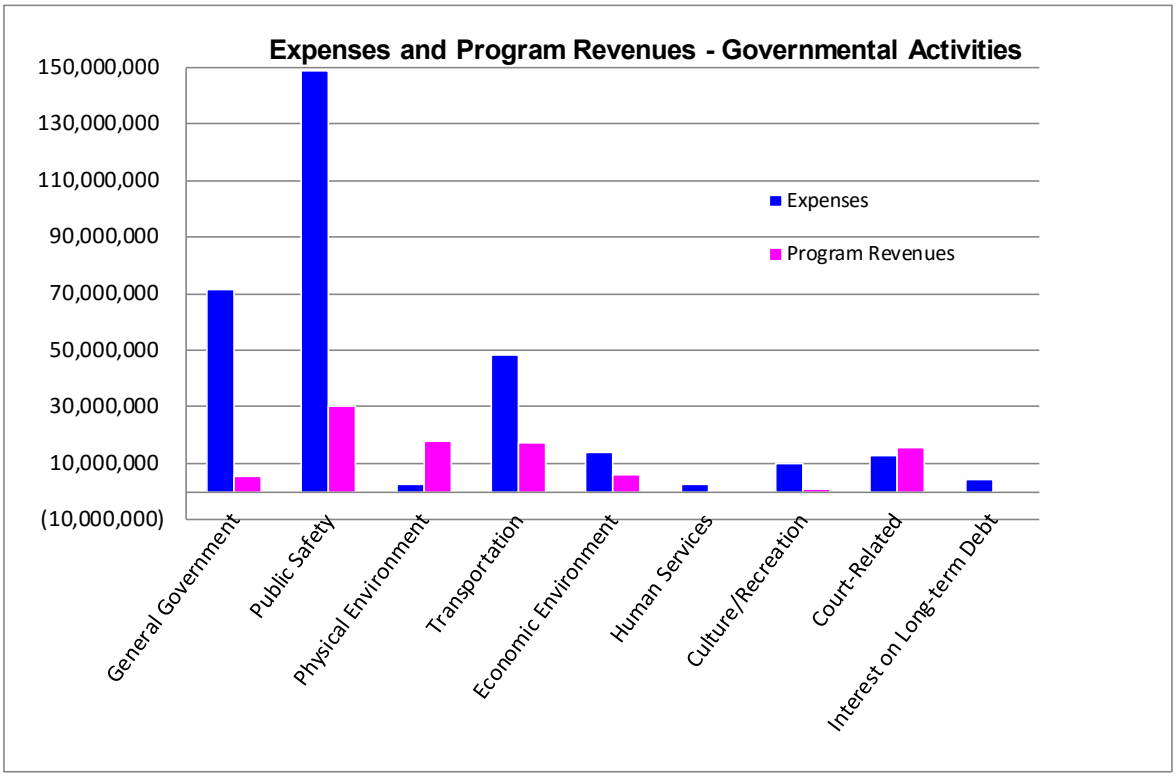
Governmental Activities

Governmental activities increased the County's net position by $1,499,388 from the prior fiscal year for an ending balance of $526,768,554. 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 and public transportation. 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.

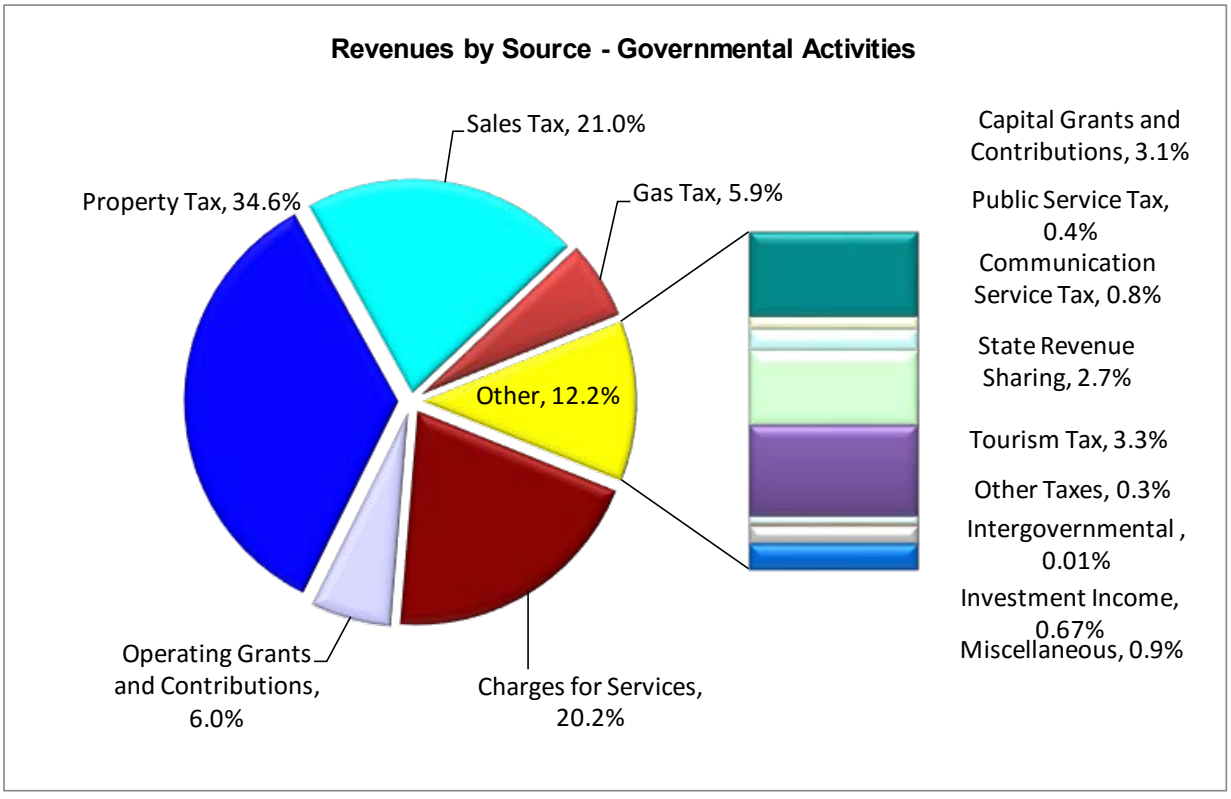
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 71,637,055	22.7%	$ 5,548,154	6.0%	$ (66,088,901)
Public Safety	148,552,980	47.1%	30,052,205	32.3%	(118,500,775)
Physical Environment	2,855,242	0.9%	18,050,913	19.4%	15,195,671
Transportation	48,568,666	15.4%	17,091,792	18.3%	(31,476,874)
Economic Environment	14,087,642	4.5%	5,980,474	6.4%	(8,107,168)
Human Services	2,678,651	0.8%	185,617	0.2%	(2,493,034)
Culture/Recreation	9,957,418	3.2%	851,692	0.9%	(9,105,726)
Court-Related	12,583,055	4.0%	15,408,059	16.5%	2,825,004
Interest on Long-term Debt	4,574,479	1.4%	-	-	(4,574,479)
	$ 315,495,188	100.0%	$ 93,168,906	100.0%	$ (222,326,282)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	64,133,543	20.2%
Operating Grants & Contributions		19,186,885	6.0%
Capital Grants & Contributions		9,855,907	3.1%
Property Tax		110,050,775	34.6%
Sales Tax		66,761,764	21.0%
Public Service Tax		1,370,509	0.4%
Communication Service Tax		2,461,336	0.8%
Gas Tax		18,797,746	5.9%
State Revenue Sharing		8,477,607	2.7%
Tourist Development Tax		10,598,123	3.3%
Other Taxes		957,141	0.3%
Intergovernmental Revenues		44,149	0.01%
Investment Income		2,135,634	0.67%
Miscellaneous		2,907,799	0.9%
	$	317,738,918	100.0%



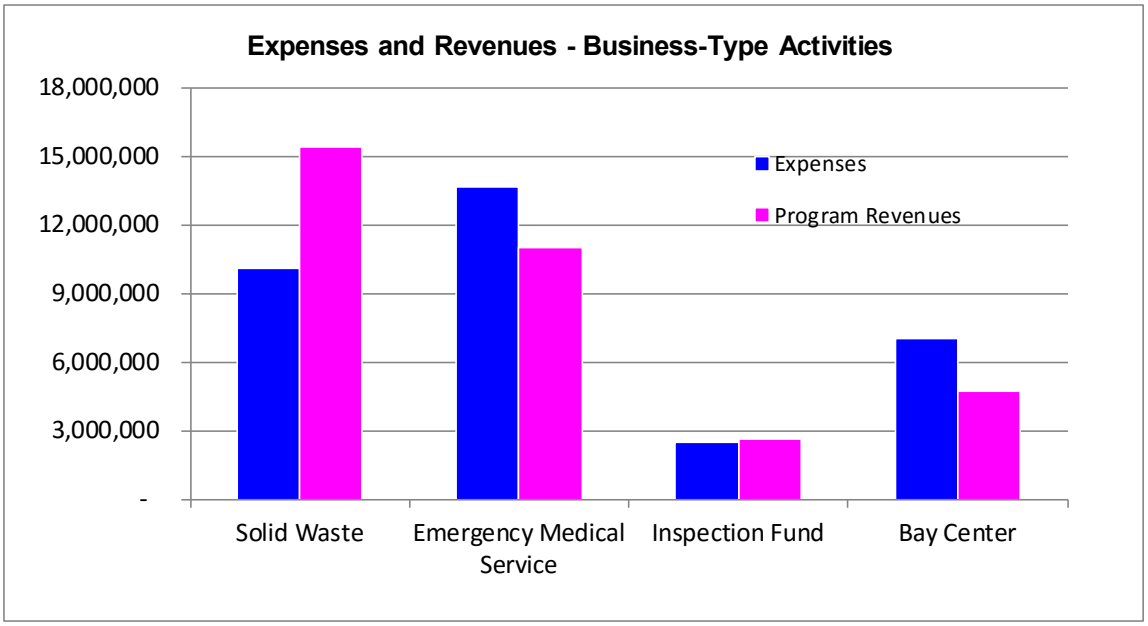
Business-type Activities

Business-type activities increased the County's net position by $1,490,071, a .3% growth from the prior fiscal year, for an ending balance of $75,329,574. Charges for services contributed 99.54% of the total program revenues for the County's business-type activities. The Solid Waste fund was primarily responsible for the overall increase in net position. The net position increase for the Solid Waste Fund was primarily due to increased dumping fees due to the higher tonnage of disposals and a reduction in overall operating cost. The modest increase in the Inspection Fund's net position was primarily due to increased revenues associated with permits and the construction technology fee surcharge. EMS revenues decreased primarily due to contractual adjustments and uncollectable accounts. The Bay Center expenses exceeded program revenues by $2.3 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.3 million. The Bay Center's expense increased during the current fiscal year primarily due to insurance and promotional costs, while program revenues decreased.

Expenses and Program Revenues – Business-type Activities

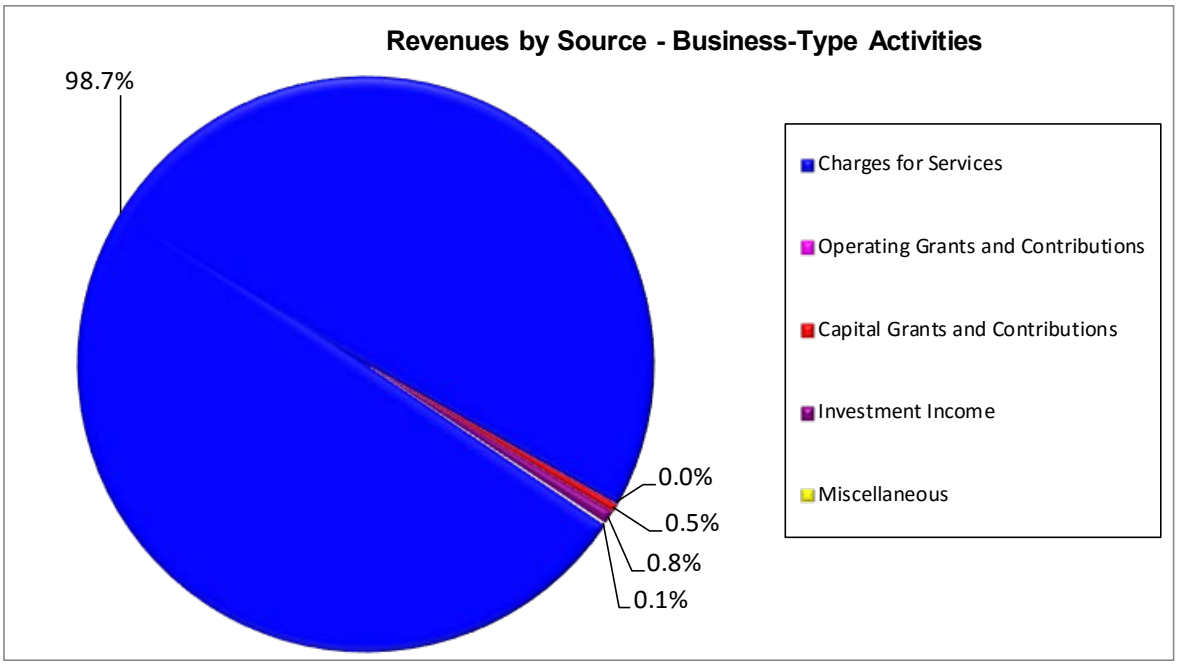
Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 10,109,956	30.4%	$ 15,372,530	45.6%	$ 5,262,574
Emergency Medical Service	13,616,039	41.0%	10,962,830	32.6%	(2,653,209)
Inspection Fund	2,500,120	7.5%	2,622,138	7.8%	122,018
Bay Center	7,006,138	21.1%	4,719,076	14.0%	(2,287,062)
	$ 33,232,253	100.0%	$ 33,676,574	100.0%	$ 444,321

% Revenue over Expenses	
Solid Waste	52.1%
Emergency Medical Service	-19.5%
Inspection Fund	4.9%
Bay Center	-32.6%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 33,521,924	98.7%
Operating Grants and Contributions	-	0.0%
Capital Grants and Contributions	154,650	0.5%
Investment Income	258,165	0.8%
Miscellaneous	43,243	0.1%
	$ 33,977,982	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

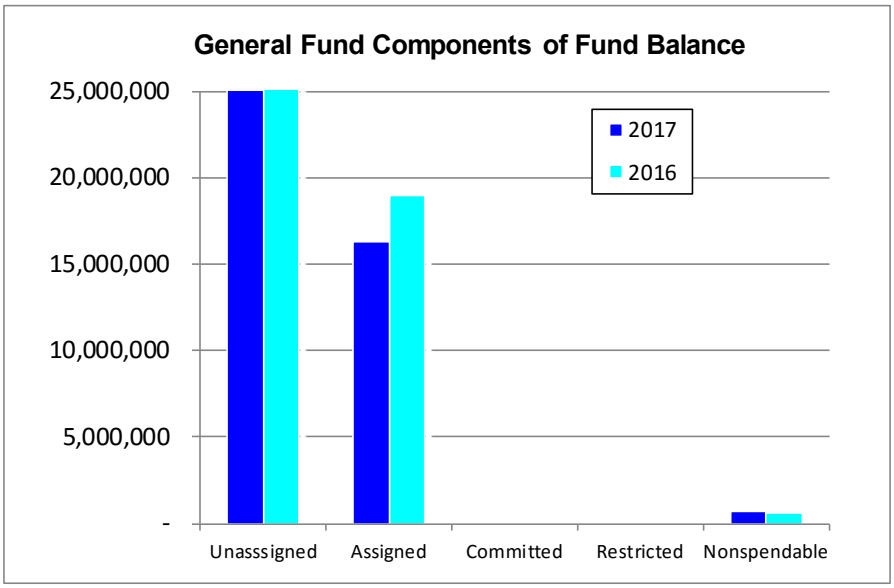
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's 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.

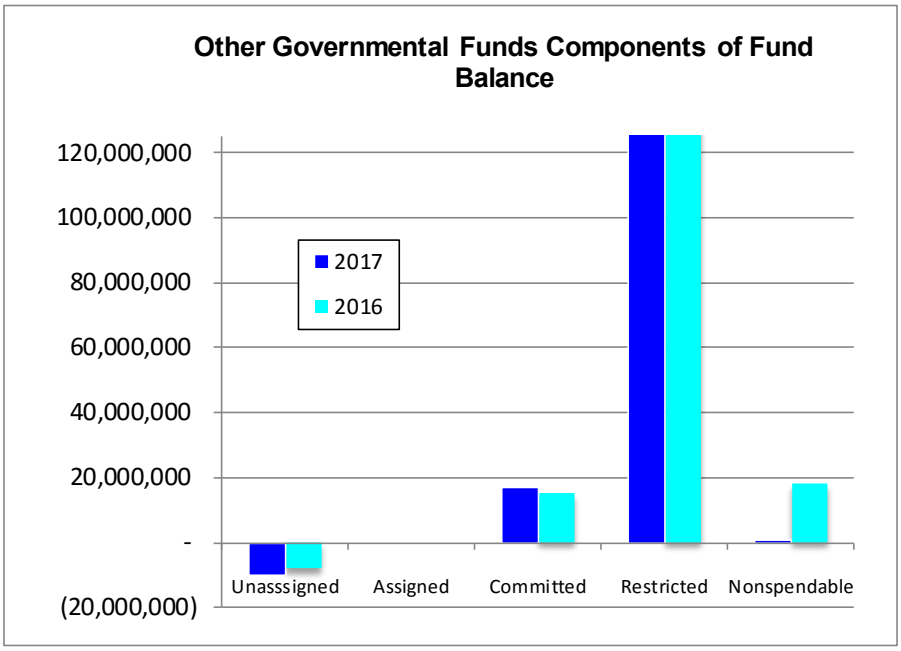
At the end of fiscal year 2017, the County's governmental funds reported combined fund balances of $299,776,559, an increase of $88,934,520 in comparison with the prior year. Approximately 7% of this

amount, $20,328,253 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 $244,778,968 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 $17,114,677 represent amounts committed by County ordinance, whereas *assigned fund balances* of $16,297,587 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 $1,257,074 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 $30,148,716 while total fund balance decreased to $47,140,325. 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 18.6% of the total General Fund expenditures, while total fund balance represents 29.1% 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:



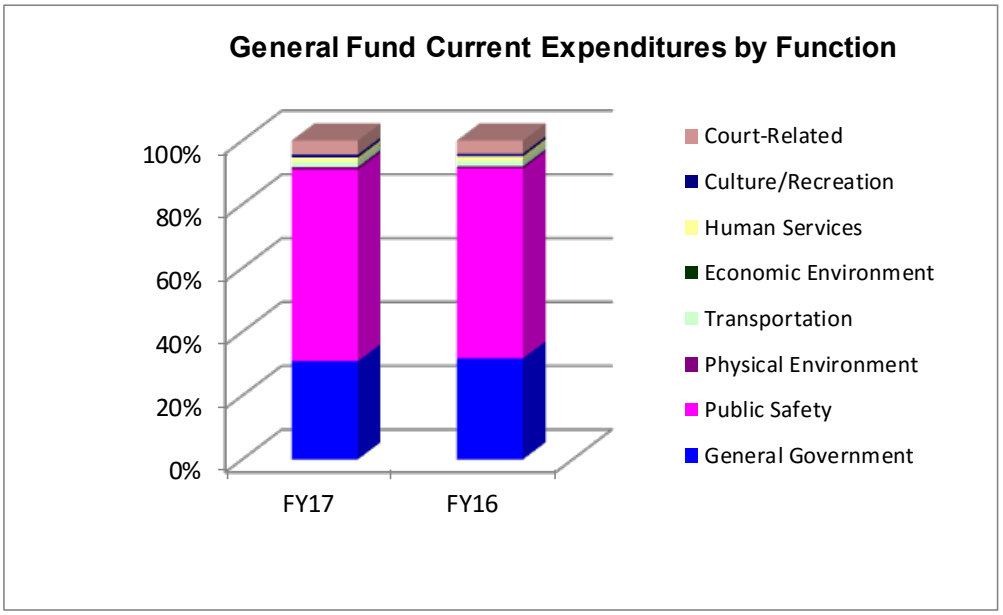


The decrease in fund balance of the County's General Fund was $138,144 during the current fiscal year, however, the change from prior year increased by $322,121. Key factors in this are as follows:

- 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 2016 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 FY17 and FY16 (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 $9,820,463 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 2017, the County collected approximately $3.9 million from federal sources and incurred an additional $5.5 million in disaster costs.

The CRA fund was established to account for the operations of the community redevelopment initiative. There are six 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 2017 restricted fund balance was $3,064,036 and this represents 192% of the fund's total expenditures and transfers out. The fund balance increased $248,216. While the TIF funding was increased from 65% to 75%, the increase was 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:

	2017	2016
Warrington CRA	$ 1,169,628	$ 1,104,192
Brownsville CRA	374,515	348,246
Englewood CRA	174,496	94,984
Palafox CRA	868,491	724,910
Barrancas CRA	329,106	339,963
Cantonment CRA	42,001	18,356
Neighborhood Restoration	105,799	185,169
	$ 3,064,036	$ 2,815,820

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 $80.8 million for a fund balance of $80,857,029. Other financing sources from the current year consisted primarily of proceeds from the bond issue.

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 $124,791,418 or 294% of the fund's total expenditures and transfers out. Fund balance increased $7,520,176, primarily as a result of increased local option sales tax revenue. Other factors include a 3.3% increase in the sales tax revenue, driven by improvements in the local economy, and capital expenditure increases of 31% 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:

	2017	2016
Solid Waste	$ 15,681,161	$ 13,062,720
Emergency Medical Service	8,012,906	11,317,058
Inspection	1,792,265	1,575,260
Bay Center	108,094	421,780
	$ 25,594,426	$ 26,376,818

Unrestricted net position for proprietary funds decreased $782,392 which is a (3.06) % 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 $5,171,084, ($2,888,109), $184,224 and ($977,128)

respectively. Solid Waste increases are due to franchise fees, and dumping fees attributable to increased tonnage from debris, construction and demolition waste.

General Fund Budgetary Highlights

The General Fund's original budget was decreased by $4,557,266, 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, transfers out for community redevelopment and road prison. The changes within functions are summarized in the following table.

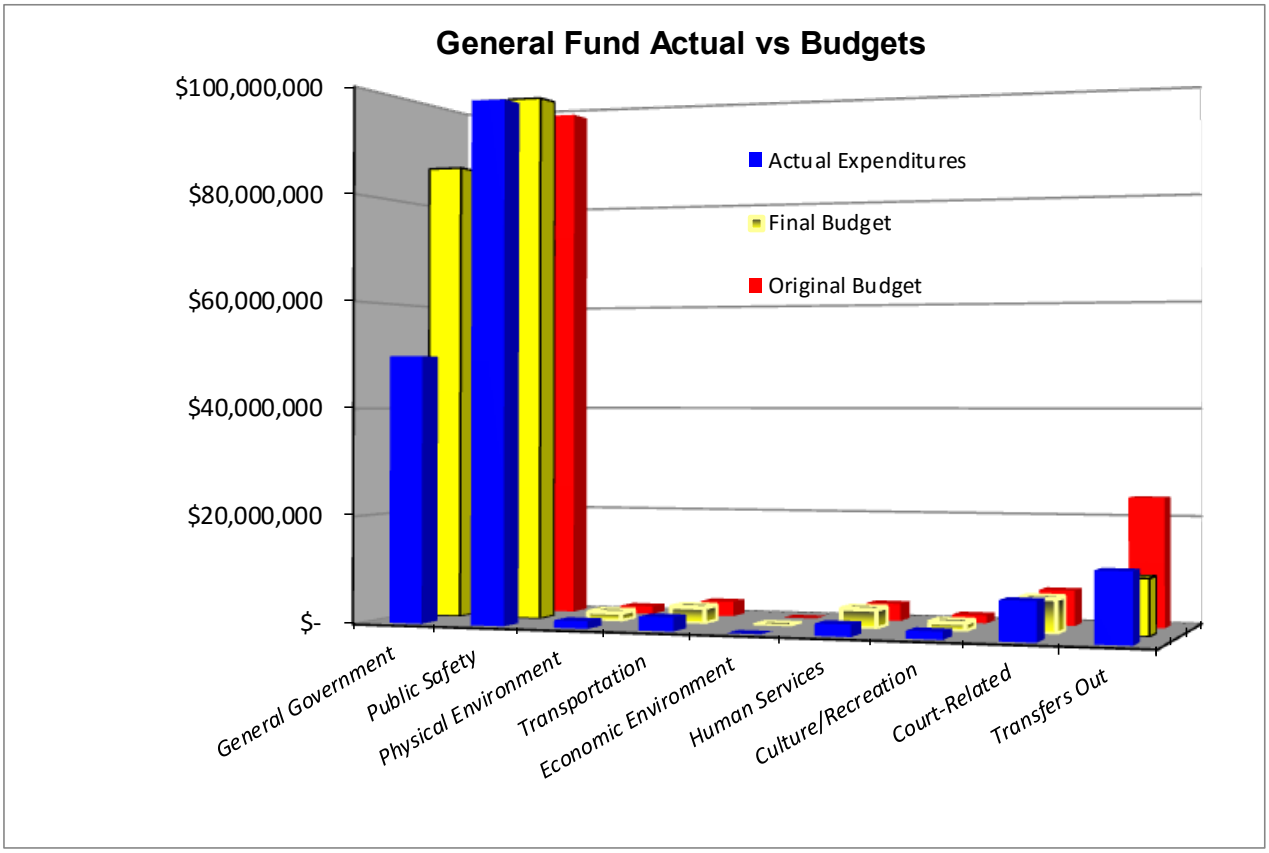
	Original Budget	Final Budget	Change
General Government	$ 79,126,464	$ 86,343,456	$ 7,216,992
Public Safety	97,820,109	99,255,003	1,434,894
Physical Environment	1,446,872	1,573,706	126,834
Transportation	2,768,986	2,944,738	175,752
Economic Environment	-	-	-
Human Services	3,207,230	3,464,094	256,864
Culture/Recreation	1,492,376	1,506,930	14,554
Court-Related	6,487,202	6,217,202	(270,000)
Transfers Out	23,764,978	10,251,822	(13,513,156)
	$ 216,114,217	$ 211,556,951	$ (4,557,266)

The General Fund under spent the final budget by $37,116,266 or 17.54% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 49,801,826	$ 86,343,456	$ 36,541,630	42.3%
Public Safety	97,199,413	99,255,003	2,055,590	2.1%
Physical Environment	1,401,588	1,573,706	172,118	10.9%
Transportation	2,559,801	2,944,738	384,937	13.1%
Economic Environment	-	-	-	
Human Services	2,212,878	3,464,094	1,251,216	36.1%
Culture/Recreation	1,432,645	1,506,930	74,285	4.9%
Court-Related	7,182,781	6,217,202	(965,579)	-15.5%
Transfers Out	12,649,753	10,251,822	(2,397,931)	-23.4%
	$ 174,440,685	$ 211,556,951	$ 37,116,266	17.5%

General fund actual expenditures were less than anticipated expenditures by $37,116,266; of this amount $16.2 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 $2.7 million in salary and $3.5 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 $3.4 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, 2017 amounts to $604,810,320 (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 3.02%.

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

- Building projects continued with improvements to various community centers, Pensacola Beach Restrooms, and the Southwest Sports Complex Restrooms.
- Planning and construction began on the design phase of the new Jail Facility.
- Ongoing transportation infrastructure projects include Olive Road Corridor, IIDC Water System Upgrade, Portofino Traffic Calming, and the OFLX Property Design and Improvements.

- Net construction in progress (CIP) increased to $19,585,718 primarily due to improvements to transportation infrastructure consisting of more than 75 projects for roads, drainage, and bridge renovations.

- The net increase of $10 million in land was largely due to the purchase of the land for the new jail, development cost of the OFLX land which consists of 640 acres for the Navy Federal Expansion project and the continuation of land purchases for drainage improvements.

- Equipment purchases include the purchase of ambulances, tractors for the landfill, trucks, vehicles, computers, maintenance equipment and the Sheriff's capital projects.

- Software increases consist primarily of the purchase of court related software for official records use.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	$ 60,615,067	$ 50,613,707	$ 5,793,269	$ 5,793,269	$ 66,408,336	$ 56,406,976
Construction in Progress	19,585,718	12,711,971	5,214,972	482,408	24,800,690	13,194,379
Equipment	139,051,028	136,214,390	27,482,200	26,326,615	166,533,228	162,541,005
Buildings and Improvements	233,745,208	231,508,755	37,292,723	37,585,407	271,037,931	269,094,162
Software	8,698,164	8,241,172	176,255	191,255	8,874,419	8,432,427
Infrastructure	825,604,696	800,078,206	45,177,511	45,037,499	870,782,207	845,115,705
	1,287,299,881	1,239,368,201	121,136,930	115,416,453	1,408,436,811	1,354,784,654
Less: Accumulated Depreciation	(732,224,709)	(700,569,777)	(71,401,782)	(67,953,768)	(803,626,491)	(768,523,545)
Capital Assets, net	$ 555,075,172	$ 538,798,424	$ 49,735,148	$ 47,462,685	$ 604,810,320	$ 586,261,109

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 $174,053,000. Of this amount, $29,064,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $144,989,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax and tourist development taxes).

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2017	2016
Revenue Bonds	$ 118,395,000	$ 42,610,000
Revenue Notes	55,658,000	60,726,000
	$ 174,053,000	$ 103,336,000

The County's outstanding debt had a net increase of $70,717,000 or 68.43% during fiscal year 2017. The increase was attributable to the issuance of Sales Tax Revenue Bonds, Series 2017. 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 2017-2018 fiscal year budget.

- The annual average unemployment rate for the County for 2017 was 4.0%. The average adjusted rate for 2016 was 5.1%. This represents a decrease of 1.1% from the prior year unemployment rate.
- The taxable assessed value increased 6.3% in the 2017 fiscal year.
- Population increased to 315,187 at September 30, 2017. Based on adjusted population figures, population has continued to increase over the past several years.

During the current fiscal year, unassigned fund balance in the General Fund increased to $30,148,716. The County has budgeted $208,113,702 for spending in the 2018 fiscal year budget, and assigned $16,297,587 of the ending 2017 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2018 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, 2017

	Governmental Activities	Business-type Activities	Total	Component Units
ASSETS				
Cash and Cash Equivalents	$ 199,136,274	$ 33,649,017	$ 232,785,291	$ 6,529,131
Investments	104,375,669	18,523,135	122,898,804	524,933
Accounts Receivable, Net	3,717,153	5,727,132	9,444,285	271,052
Accrued Interest Receivable	484,352	-	484,352	-
Due from Other Governments	16,721,592	-	16,721,592	198,413
Internal Balances	-	-	-	-
Inventories	1,563,007	297,046	1,860,053	-
Assets Held for Investment	759,176	-	759,176	-
Prepaid Items	-	556	556	32,183
Other Assets	19,040,812	-	19,040,812	-
Capital Assets Not Being Depreciated	80,200,785	11,008,241	91,209,026	-
Capital Assets Net of Accumulated Depreciation	474,874,387	38,726,907	513,601,294	630,696
Total Assets	900,873,207	107,932,034	1,008,805,241	8,186,408
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	2,178,770	-	2,178,770	-
Pension Costs and Subsequent Contributions	91,135,957	8,175,694	99,311,651	326,621
Total deferred outflow of resources	93,314,727	8,175,694	101,490,421	326,621
LIABILITIES				
Accounts Payable	12,889,220	1,981,247	14,870,467	185,659
Contracts Payable	1,586,303	466,361	2,052,664	-
Accrued Liabilities	8,487,129	610,051	9,097,180	358,731
Compensated Absences Payable	-	126,149	126,149	-
Due to Other Governments	3,812,557	34,522	3,847,079	1,248,277
Deposits	432,689	24,434	457,123	-
Unearned Revenue	567,711	-	567,711	217,321
Other Current Liabilities	359,712	1,485,713	1,845,425	-
Escrow Deposits - restricted	-	412,921	412,921	-
Noncurrent Liabilities:				
Due Within One Year	13,534,040	78,066	13,612,106	-
Due in More Than One Year	404,948,881	33,990,950	438,939,831	4,658,946
Total Liabilities	446,618,242	39,210,414	485,828,656	6,668,934
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	1,203,311	-	1,203,311	722,037
Pension Costs	19,597,827	1,567,740	21,165,567	603,895
Total deferred inflow of resources	20,801,138	1,567,740	22,368,878	1,325,932
NET POSITION				
Net Investment in Capital Assets	463,840,289	49,735,148	513,575,437	630,696
Restricted for:				
Debt Service	1,666,811	-	1,666,811	-
Capital	125,329,981	-	125,329,981	942,257
Law Enforcement	6,227,965	-	6,227,965	-
Fire and Rescue	3,239,596	-	3,239,596	-
Economic & Community	9,997,419	-	9,997,419	-
Transportation	3,616,008	-	3,616,008	-
Other Purposes	14,893,765	-	14,893,765	-
Unrestricted	(102,043,280)	25,594,426	(76,448,854)	(1,054,790)
Total Net Position	$ 526,768,554	$ 75,329,574	$ 602,098,128	$ 518,163

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, 2017

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	$ 71,637,055	$ 5,378,284	$ 109,870	$ 60,000
Public Safety	148,552,980	22,684,033	4,923,785	2,444,387
Physical Environment	2,855,242	15,805,455	269,887	1,975,571
Transportation	48,568,666	7,053,002	5,462,783	4,576,007
Economic Environment	14,087,642	382,291	5,161,797	436,386
Human Services	2,678,651	-	185,617	-
Culture/Recreation	9,957,418	514,473	337,219	-
Court-Related	12,583,055	12,316,005	2,735,927	363,556
Interest on Long-Term Debt	4,574,479	-	-	-
Total Governmental Activities	315,495,188	64,133,543	19,186,885	9,855,907
Business-type Activities:				
Solid Waste	10,109,956	15,372,530	-	-
Emergency Medical Services	13,616,039	10,962,830	-	-
Inspection Fund	2,500,120	2,622,138	-	-
Bay Center	7,006,138	4,564,426	-	154,650
Total Business-type Activities	33,232,253	33,521,924	-	154,650
Total Primary Government	$ 348,727,441	$ 97,655,467	$ 19,186,885	$ 10,010,557
Component Units:				
Escambia County Law Library	$ 83,497	$ 84,595	$ -	$ -
Santa Rosa Island Authority	5,899,198	4,835,309	-	1,101,532
Total Component Units	$ 5,982,695	$ 4,919,904	$ -	$ 1,101,532
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				
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
$ (66,088,901)	$ -	$ (66,088,901)	
(118,500,775)	-	(118,500,775)	
15,195,671	-	15,195,671	
(31,476,874)	-	(31,476,874)	
(8,107,168)	-	(8,107,168)	
(2,493,034)	-	(2,493,034)	
(9,105,726)	-	(9,105,726)	
2,832,433	-	2,832,433	
(4,574,479)	-	(4,574,479)	
(222,318,853)	-	(222,318,853)	
-	5,262,574	5,262,574	
-	(2,653,209)	(2,653,209)	
-	122,018	122,018	
-	(2,287,062)	(2,287,062)	
-	444,321	444,321	
(222,318,853)	444,321	(221,874,532)	
			$ 1,098
			37,643
			38,741
110,050,775	-	110,050,775	-
66,761,764	-	66,761,764	-
1,370,509	-	1,370,509	-
2,461,336	-	2,461,336	-
18,797,746	-	18,797,746	-
8,477,607	-	8,477,607	-
10,598,123	-	10,598,123	-
957,141	-	957,141	-
44,149	-	44,149	-
2,135,634	258,165	2,393,799	20,978
2,907,799	43,243	2,951,042	74,440
(744,342)	744,342	-	-
223,818,241	1,045,750	224,863,991	95,418
1,499,388	1,490,071	2,989,459	134,159
525,269,166	73,839,503	599,108,669	384,004
$ 526,768,554	$ 75,329,574	$ 602,098,128	$ 518,163

ESCAMBIA COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2017

	General Fund - County Wide	Disaster Recovery Fund	Community Redevelopment Agency Fund	Series 2017 Capital Project Fund
ASSETS				
Cash and Cash Equivalents	$ 37,162,516	$ 178,681	$ 1,995,813	$ 51,520,073
Investments	16,638,417	102,049	1,139,861	29,424,460
Accounts Receivable	1,124,311	-	-	-
Accrued Interest Receivable	484,352	-	-	-
Due from Other Funds	176,410	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	2,953,205	1,182,575	-	-
Inventories	694,022	-	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,432,057	-	-	-
Total Assets	$ 62,665,290	$ 1,463,305	$ 3,135,674	$ 80,944,533
LIABILITIES				
Accounts Payable	$ 2,140,352	$ 98,885	$ 46,217	$ 87,504
Contracts Payable	27,254	191,450	-	-
Accrued Liabilities	6,550,469	-	25,421	-
Due to Other Funds	359,693	-	-	-
Advances Payable to Other Funds	-	10,993,433	-	-
Due to Other Governments	2,279,681	-	-	-
Deposits	215,117	-	-	-
Unearned Revenue	172,837	-	-	-
Other Current Liabilities	359,712	-	-	-
Total Liabilities	12,105,115	11,283,768	71,638	87,504
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,419,850	-	-	-
Total Deferred Inflow of Resources	3,419,850	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	694,022	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	3,064,036	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	80,857,029
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	16,297,587	-	-	-
Unassigned	30,148,716	(9,820,463)	-	-
Total Fund Balances	47,140,325	(9,820,463)	3,064,036	80,857,029
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 62,665,290	$ 1,463,305	$ 3,135,674	$ 80,944,533

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

Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 57,950,033	$ 40,484,853	$ 189,291,969
33,096,778	18,804,309	99,205,874
647,375	1,183,828	2,955,514
-	-	484,352
-	252,555	428,965
14,020,078	-	14,020,078
8,068,111	4,405,260	16,609,151
-	563,052	1,257,074
-	759,176	759,176
15,608,755	-	19,040,812
$ 129,391,130	$ 66,453,033	$ 344,052,965
$ 3,111,815	$ 5,178,708	$ 10,663,481
1,208,449	159,150	1,586,303
90,978	1,770,631	8,437,499
60,695	882,419	1,302,807
-	3,026,645	14,020,078
126,715	1,080,436	3,486,832
1,060	215,956	432,133
-	394,874	567,711
-	-	359,712
4,599,712	12,708,819	40,856,556
-	-	3,419,850
-	-	3,419,850
-	563,052	1,257,074
-	3,895,078	3,895,078
-	297,809	297,809
15,608,755	1,666,811	17,275,566
18,718,713	472,310	22,255,059
-	3,239,596	3,239,596
-	32,619	32,619
-	2,833,734	2,833,734
-	-	80,857,029
-	357,315	357,315
-	3,153,703	3,153,703
-	836,153	836,153
-	2,768,044	2,768,044
-	2,771,846	2,771,846
-	791,563	791,563
-	6,160,549	6,160,549
-	4,248,956	4,248,956
90,463,950	2,113,250	92,577,200
-	427,149	427,149
-	1,732,713	1,732,713
-	9,828,850	9,828,850
-	1,218,435	1,218,435
-	4,334,679	4,334,679
-	-	16,297,587
-	-	20,328,253
124,791,418	53,744,214	299,776,559
$ 129,391,130	$ 66,453,033	$ 344,052,965

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS

TO THE STATEMENT OF NET POSITION

as of September 30, 2017

Total fund balances of governmental funds		$ 299,776,559
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 $1,285,687,501 Accumulated depreciation and amortization is $731,265,657. The difference does not include the net capital assets of the internal service funds $653,328 which are included below.		554,421,844
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.		3,875,074
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.		2,216,539
Deferred inflows and outflow of resources related to debt: Deferred charge on refunding (to be amortized as interest expense)		2,178,770
Deferred outflows and inflows of resources related to pensions 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	90,788,111	
Deferred inflows of resources - Pensions	(19,530,443)	
		71,257,668
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 $11,421,203 which is included above. Long-term liabilities at year-end consist of:		
Bonds payable	118,395,000	
Notes payable	55,658,000	
Bond issuance premiums	10,593,411	
Pollution remediation	155,000	
Compensated absences	25,850,534	
Other post employment benefits	10,555,757	
Net pension liability proportionate share	185,750,198	
		(406,957,900)
Total net position of governmental activities		$ 526,768,554

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
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2017

	General Fund - County Wide	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES			
Taxes	$ 105,885,806	$ -	$ 1,798,706
Permits and Fees	-	-	-
Franchise Fees	12,811,095	-	-
Special Assessments	893,381	-	-
Intergovernmental Revenues	34,266,264	3,918,939	-
Charges for Services	10,835,940	-	-
Judgments and Fines	1,619,445	-	-
Investment Income	675,827	11,969	16,968
Miscellaneous Revenues	2,865,826	-	6,688
Total Revenues	169,853,584	3,930,908	1,822,362
EXPENDITURES			
Current:			
General Government	49,801,826	-	1,597,575
Public Safety	97,199,413	5,547,182	-
Physical Environment	1,401,588	-	-
Transportation	2,559,801	-	-
Economic Environment	-	-	-
Human Services	2,212,878	-	-
Culture/Recreation	1,432,645	-	-
Court-Related	7,182,781	-	-
Debt Service:			
Principal Retirement	-	-	-
Interest and Fiscal Charges	-	-	-
Bond Issuance Costs	-	-	-
Capital Outlay	-	-	-
Total Expenditures	161,790,932	5,547,182	1,597,575
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,062,652	(1,616,274)	224,787
OTHER FINANCING SOURCES (USES)			
Transfers In	4,448,957	-	23,429
Transfers (Out)	(12,649,753)	-	-
Issuance of Bonds Payable	-	-	-
Premium(Discount) on Notes/Bonds	-	-	-
Total Other Financing Sources and (Uses)	(8,200,796)	-	23,429
Net Change in Fund Balances	(138,144)	(1,616,274)	248,216
Fund Balances - Beginning	47,278,469	(8,204,189)	2,815,820
Fund Balances - Ending	$ 47,140,325	$ (9,820,463)	$ 3,064,036

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

Series 2017 Capital Project Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ 42,588,368	$ 29,946,629	$ 180,219,509
-	-	327,086	327,086
-	-	1,936,147	14,747,242
-	-	17,828,057	18,721,438
-	5,932,592	22,923,809	67,041,604
-	232,176	14,372,978	25,441,094
-	-	1,280,835	2,900,280
217,682	817,049	319,352	2,058,847
-	393,785	2,340,866	5,607,165
217,682	49,963,970	91,275,759	317,064,265
-	2,091,781	1,642,995	55,134,177
684	-	29,701,652	132,448,931
-	2,500	1,981,022	3,385,110
-	1,294,302	29,869,987	33,724,090
-	-	14,635,620	14,635,620
-	131,861	104,474	2,449,213
-	1,409,042	5,478,071	8,319,758
-	-	4,103,019	11,285,800
-	-	7,343,000	7,343,000
-	1,866	3,959,238	3,961,104
-	-	551,878	551,878
6,523,416	35,353,081	177,374	42,053,871
6,524,100	40,284,433	99,548,330	315,292,552
(6,306,418)	9,679,537	(8,272,571)	1,771,713
-	48,487	20,343,948	24,864,821
(1,578,977)	(2,207,848)	(10,007,860)	(26,444,438)
78,060,000	-	-	78,060,000
10,682,424	-	-	10,682,424
87,163,447	(2,159,361)	10,336,088	87,162,807
80,857,029	7,520,176	2,063,517	88,934,520
-	117,271,242	51,680,697	210,842,039
$ 80,857,029	$ 124,791,418	$ 53,744,214	$ 299,776,559

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, 2017

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

Net change in fund balances - total governmental funds		$ 88,934,520
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 ($51,748,124) exceeds depreciation ($35,180,728) in the current period. Total capital additions consist of capital expenditures of $50,602,869 and non-cash contributions of $1,145,255 for donated roads.		16,567,396
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(69,665)
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:		
Debt issued or repaid:		
Issuance of Bonds	(78,060,000)	
Discount (premium) on issuance	(10,682,424)	
Principal repayments	7,343,000	
Amortization of deferred charge on refunding	(150,510)	
Amortization of interest expense on bond premium	89,013	
		(81,460,921)

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, 2017

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	4,607	
Changes in other post employment benefits	(465,090)	
Changes in pollution remediation	120,000	
		(340,483)
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		(14,213,298)
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.		(220,345)
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.		(7,697,816)
Change in net position of governmental activities:		$ 1,499,388

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, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 106,946,472	$ 106,946,472	$ 105,885,806	$ (1,060,666)
Franchise Fees	12,445,475	12,445,475	12,811,095	365,620
Special Assessments	911,347	911,347	893,381	(17,966)
Intergovernmental Revenues	29,157,092	29,181,661	34,266,264	5,084,603
Charges for Services	9,589,983	10,127,036	10,835,940	708,904
Judgments and Fines	1,126,000	1,126,000	1,619,445	493,445
Investment Income	120,100	120,100	675,827	555,727
Miscellaneous Revenues	2,000,673	2,269,564	2,865,826	596,262
Total Revenues	162,297,142	163,127,655	169,853,584	6,725,929
EXPENDITURES				
Current:				
General Government	79,126,464	86,343,456	49,801,826	36,541,630
Public Safety	97,820,109	99,255,003	97,199,413	2,055,590
Physical Environment	1,446,872	1,573,706	1,401,588	172,118
Transportation	2,768,986	2,944,738	2,559,801	384,937
Human Services	3,207,230	3,464,094	2,212,878	1,251,216
Culture/Recreation	1,492,376	1,506,930	1,432,645	74,285
Court-Related	6,487,202	6,217,202	7,182,781	(965,579)
Total Expenditures	192,349,239	201,305,129	161,790,932	39,514,197
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,052,097)	(38,177,474)	8,062,652	46,240,126
OTHER FINANCING SOURCES (USES)				
Transfers In	11,808,657	1,806,361	4,448,957	2,642,596
Transfers (Out)	(23,764,978)	(10,251,822)	(12,649,753)	(2,397,931)
Total Other Financing Sources and (Uses)	(11,956,321)	(8,445,461)	(8,200,796)	244,665
Net Change in Fund Balance	(42,008,418)	(46,622,935)	(138,144)	46,484,791
Fund Balance - Beginning	42,008,418	46,622,935	47,278,469	655,534
Fund Balance - Ending	$ -	$ -	$ 47,140,325	$ 47,140,325

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, 2017

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 6,072,601	$ 3,918,939	$ (2,153,662)
Investment Income	-	-	11,969	11,969
Miscellaneous Revenues	-	40,000	-	(40,000)
Total Revenues	-	6,112,601	3,930,908	(2,181,693)
EXPENDITURES				
Current:				
Public Safety	-	6,112,601	5,547,182	565,419
Total Expenditures	-	6,112,601	5,547,182	565,419
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(1,616,274)	(1,616,274)
Net Change in Fund Balance	-	-	(1,616,274)	(1,616,274)
Fund Balance - Beginning	-	-	(8,204,189)	(8,204,189)
Fund Balance - Ending	$ -	$ -	$ (9,820,463)	$ (9,820,463)

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, 2017

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 1,875,000	$ 1,798,706	$ 1,798,706	$ -
Intergovernmental Revenues	17,500	17,500	-	(17,500)
Investment Income	-	-	16,968	16,968
Miscellaneous Revenues	-	-	6,688	6,688
Total Revenues	1,892,500	1,816,206	1,822,362	6,156
EXPENDITURES				
Current:				
General Government	2,304,759	4,637,955	1,597,575	3,040,380
Total Expenditures	2,304,759	4,637,955	1,597,575	3,040,380
Excess (Deficiency) of Revenues Over (Under) Expenditures	(412,259)	(2,821,749)	224,787	3,046,536
OTHER FINANCING SOURCES (USES)				
Transfers In	-	23,429	23,429	-
Total Other Financing Sources and (Uses)	-	23,429	23,429	-
Net Change in Fund Balance	(412,259)	(2,798,320)	248,216	3,046,536
Fund Balance - Beginning	412,259	2,798,320	2,815,820	17,500
Fund Balance - Ending	$ -	$ -	$ 3,064,036	$ 3,064,036

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, 2017

	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	$ 11,979,307	$ 8,272,119	$ 3,684,464	$ 23,935,890	$ 9,844,305
Restricted Assets Available for Current Liabilities	204,498	-	286,489	490,987	-
Investments	12,224,010	4,724,252	1,574,873	18,523,135	5,169,795
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,572,840	3,952,310	201,982	5,727,132	761,639
Due from Other Funds	-	-	-	-	873,842
Due from Other Governments	-	-	-	-	112,441
Inventories	-	248,359	48,687	297,046	305,933
Prepaid Items	-	-	556	556	-
Total Current Assets	25,980,655	17,197,040	5,797,051	48,974,746	17,067,955
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	126,432	-	286,489	412,921	-
Saufley C&D - restricted	532,535	-	-	532,535	-
Landfill Escrow	8,767,671	-	-	8,767,671	-
Less: Portion Classified as Current	(204,498)	-	(286,489)	(490,987)	-
Total restricted assets	9,222,140	-	-	9,222,140	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,344,586	1,100,349	25,847,788	37,292,723	399,564
Improvements Other than Buildings	41,996,773	86,275	3,094,463	45,177,511	937,373
Machinery, Equipment and Vehicles	14,385,146	10,439,914	2,657,140	27,482,200	275,443
Intangibles	-	176,255	-	176,255	-
Construction in Progress	5,214,972	-	-	5,214,972	-
Less: Accumulated Depreciation	(37,048,892)	(7,844,804)	(26,508,086)	(71,401,782)	(959,052)
Total Capital Assets (Net)	40,679,411	3,964,432	5,091,305	49,735,148	653,328
Total Noncurrent Assets	49,901,551	3,964,432	5,091,305	58,957,288	653,328
Total Assets	75,882,206	21,161,472	10,888,356	107,932,034	17,721,283
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	943,775	6,436,256	795,663	8,175,694	347,846
Total deferred outflow of resources	943,775	6,436,256	795,663	8,175,694	347,846

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION - Continued
PROPRIETARY FUNDS
September 30, 2017

	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	$ 1,188,697	$ 185,958	$ 606,592	$ 1,981,247	$ 2,225,739
Contracts Payable	466,361	-	-	466,361	-
Accrued Liabilities	119,220	400,140	90,691	610,051	49,630
Compensated Absences Payable	52,648	40,488	33,013	126,149	97,015
Estimated Claims Payable	-	-	-	-	2,732,972
Due to Other Governments	21,402	1,718	11,402	34,522	325,725
Deposits	2,022	-	22,412	24,434	556
Other Current Liabilities	-	-	1,485,713	1,485,713	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	78,066	-	-	78,066	-
Escrow Deposits - restricted	126,432	-	286,489	412,921	-
Total Current Liabilities	2,054,848	628,304	2,536,312	5,219,464	5,431,637
Noncurrent Liabilities:					
Compensated Absences Payable	474,853	365,367	297,660	1,137,880	873,880
Other Post Employment Benefits	132,582	410,505	99,915	643,002	62,098
Net Pension Liability	1,948,743	13,023,775	1,610,399	16,582,917	706,564
Estimated Claims Payable	-	-	-	-	7,052,492
Landfill Closure Costs Payable	15,627,151	-	-	15,627,151	-
Total Noncurrent Liabilities	18,183,329	13,799,647	2,007,974	33,990,950	8,695,034
Total Liabilities	20,238,177	14,427,951	4,544,286	39,210,414	14,126,671
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	227,232	1,192,439	148,069	1,567,740	67,384
Total deferred inflow of resources	227,232	1,192,439	148,069	1,567,740	67,384
NET POSITION					
Net Investment in Capital Assets	40,679,411	3,964,432	5,091,305	49,735,148	653,328
Unrestricted	15,681,161	8,012,906	1,900,359	25,594,426	3,221,746
Total Net Position	$ 56,360,572	$ 11,977,338	$ 6,991,664	$ 75,329,574	$ 3,875,074

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, 2017

	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	$ 15,372,530	$ 10,962,830	$ 7,186,564	$ 33,521,924	$ 32,354,084
Miscellaneous Revenues	759	3,500	38,984	43,243	-
Total Operating Revenues	15,373,289	10,966,330	7,225,548	33,565,167	32,354,084
Operating Expenses:					
Personal Services	2,701,024	9,546,876	2,017,817	14,265,717	1,588,332
Contracted Services	830,267	222,564	5,969,960	7,022,791	-
Claims Incurred and Change in Estimate	-	-	-	-	7,807,557
Supplies and Materials	482,111	944,405	34,767	1,461,283	-
Repairs and Maintenance	1,003,284	659,846	130,946	1,794,076	72,913
Other Services and Charges	1,343,013	847,218	355,092	2,545,323	4,164,470
Depreciation	2,981,026	1,248,948	822,258	5,052,232	70,303
Provision for Closure and Long Term Care	267,327	-	-	267,327	-
Premiums/Claims Expense	361,548	145,634	175,418	682,600	27,260,387
Total Operating Expenses	9,969,600	13,615,491	9,506,258	33,091,349	40,963,962
Operating Income (Loss)	5,403,689	(2,649,161)	(2,280,710)	473,818	(8,609,878)
Nonoperating Revenues (Expenses):					
Investment Income	171,413	68,834	17,918	258,165	76,787
Gain (Loss) on Disposal of Capital Assets	(140,356)	(548)	-	(140,904)	-
Total Nonoperating Revenues (Expenses)	31,057	68,286	17,918	117,261	76,787
Income (Loss) Before Transfers and Contributions	5,434,746	(2,580,875)	(2,262,792)	591,079	(8,533,091)
Transfer In	34,181	26,276	1,315,238	1,375,695	2,425,000
Transfer (Out)	(297,843)	(333,510)	-	(631,353)	(1,589,725)
Capital Contributions	-	-	154,650	154,650	-
Change in Net Position	5,171,084	(2,888,109)	(792,904)	1,490,071	(7,697,816)
Net Position - Beginning	51,189,488	14,865,447	7,784,568	73,839,503	11,572,890
Net Position - Ending	$ 56,360,572	$ 11,977,338	$ 6,991,664	$ 75,329,574	$ 3,875,074

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, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities -
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$15,959,832	$ 12,404,823	$ 6,955,623	$ 35,320,278	$ 4,968,468
Receipts from interfund risk/benefits managemen	-	-	-	-	23,326,197
Receipts from interfund fleet/fuel management	-	-	-	-	3,338,246
Payments to suppliers	(2,531,465)	(2,754,976)	(6,644,646)	(11,931,087)	(39,576,974)
Payments to employees	(2,528,136)	(8,512,872)	(1,870,709)	(12,911,717)	(1,170,044)
Net Cash Provided (Used) by Operating Activities	10,900,231	1,136,975	(1,559,732)	10,477,474	(9,114,107)
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(297,843)	(333,510)	-	(631,353)	(1,589,725)
Transfers from other funds	34,181	26,276	1,315,238	1,375,695	2,425,000
Advances due to/from other funds	-	-	-	-	(146,247)
Net Cash Provided (Used) by Noncapital Financing Activities	(263,662)	(307,234)	1,315,238	744,342	689,028
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(5,674,025)	(1,665,539)	28,615	(7,310,949)	-
Loss from disposal of capital assets	-	-	-	-	-
Landfill closure costs paid	(91,326)	-	-	(91,326)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,765,351)	(1,665,539)	28,615	(7,402,275)	-
Cash Flows from Investing Activities					
Sale (purchase) of investments	(232,946)	1,049,232	68,126	884,412	4,258,660
Interest received	171,413	68,834	17,918	258,165	76,787
Net Cash Provided (Used) by Investing Activities	(61,533)	1,118,066	86,044	1,142,577	4,335,447
Net Increase (Decrease) in Cash and Cash Equivalents	4,809,685	282,268	(129,835)	4,962,118	(4,089,632)
Cash and cash equivalents at beginning of year	16,596,260	7,989,851	4,100,788	28,686,899	13,933,937
Cash and cash equivalents at end of year	$21,405,945	$ 8,272,119	$ 3,970,953	$ 33,649,017	$ 9,844,305
Cash and Cash Equivalents Classified As:					
Current assets	$11,979,307	$ 8,272,119	$ 3,684,464	$ 23,935,890	$ 9,844,305
Current restricted assets	204,498	-	286,489	490,987	-
Noncurrent restricted assets	9,222,140	-	-	9,222,140	-
Total Cash and Cash Equivalents	$21,405,945	$ 8,272,119	$ 3,970,953	$ 33,649,017	$ 9,844,305

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	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)	$ 5,403,689	$ (2,649,161)	$ (2,280,710)	$ 473,818	$ (8,609,878)
Depreciation	2,981,026	1,248,948	822,258	5,052,232	70,303
Provision for closure and postclosure	267,327	-	-	267,327	-
Change in Assets and Liabilities:					
Accounts receivable	576,957	1,438,493	(104,094)	1,911,356	(250,022)
Inventories	-	54,582	20,679	75,261	(46,456)
Prepaids	-	-	(21)	(21)	27,318
Accounts payable	1,000,995	9,633	6,952	1,017,580	465,305
Accrued liabilities	3,479	9,900	(3,787)	9,592	2,544
Due to other governments	21,402	476	(6,073)	15,805	(237,097)
Customer deposits	9,586	-	6,598	16,184	(50,448)
Other current liabilities	-	-	(172,429)	(172,429)	-
Compensated absences	24,811	(7,826)	20,682	37,667	(78,980)
Other post employment benefits	6,085	21,545	7,972	35,602	9,209
Net pension liability proportionate share and related deferred outflows/inflows of resources	138,513	1,010,385	122,241	1,271,139	64,812
Claims payable	-	-	-	-	(480,717)
Total Adjustments	5,496,542	3,786,136	720,978	10,003,656	(504,229)
Net Cash Provided (Used) by Operating Activities	$ 10,900,231	$ 1,136,975	$ (1,559,732)	$ 10,477,474	$ (9,114,107)
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ -	$ 154,650	$ -	$ -

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, 2017

ASSETS		
Cash and Cash Equivalents	$	8,775,278
Accounts Receivable		477,035
Total Assets	$	9,252,313
LIABILITIES		
Due to Other Governments	$	3,468,209
Due to Individuals		2,360,146
Other Current Liabilities		3,423,958
Total Liabilities	$	9,252,313

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, 2017

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
ASSETS			
Cash and Cash Equivalents	$ 52,816	$ 4,143,769	$ 4,196,585
Investments	-	524,933	524,933
Accounts Receivable	-	271,052	271,052
Due from Other Governments	3,729	194,684	198,413
Prepaid Items	-	32,183	32,183
Total Current Assets	56,545	5,166,621	5,223,166
Noncurrent Assets:			
Restricted Assets:			
Cash and Cash Equivalents	-	2,332,546	2,332,546
Capital Assets, Net of Depreciation	7,665	623,031	630,696
Total Noncurrent Assets	7,665	2,955,577	2,963,242
Total Assets	64,210	8,122,198	8,186,408
DEFERRED OUTFLOWS OF RESOURCES			
Pension	-	326,621	326,621
Total deferred outflow of resources	-	326,621	326,621
LIABILITIES			
Accounts Payable	2,362	183,297	185,659
Accrued Liabilities	-	358,731	358,731
Due to Other Governments	-	1,248,277	1,248,277
Unearned Revenue	-	217,321	217,321
Total Current Liabilities	2,362	2,007,626	2,009,988
Noncurrent Liabilities:			
Compensated Absences	-	78,143	78,143
Other Post Employment Benefits	-	79,242	79,242
Net Pension Liability	-	756,561	756,561
Other Noncurrent Liabilities	-	3,745,000	3,745,000
Total Noncurrent Liabilities	-	4,658,946	4,658,946
Total Liabilities	2,362	6,666,572	6,668,934
DEFERRED INFLOW OF RESOURCES			
Unearned Revenues	-	142,129	142,129
Unearned Consideration fees	-	579,908	579,908
Pension	-	603,895	603,895
Total Deferred Inflow of Resources	-	1,325,932	1,325,932
NET POSITION			
Invested in Capital Assets	7,665	623,031	630,696
Restricted for Capital Improvements	-	942,257	942,257
Unrestricted	54,183	(1,108,973)	(1,054,790)
Total Net Position	$ 61,848	$ 456,315	$ 518,163

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, 2017

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
EXPENSES			
Governmental Activites:			
General Government	$ 83,497	$ -	$ 83,497
Business Type Activities:			
Operating Expenses	-	5,899,198	5,899,198
Total Program Expenses	83,497	5,899,198	5,982,695
PROGRAM REVENUES			
Charges for Services	84,595	4,835,309	4,919,904
Capital Grants and Contributions	-	1,101,532	1,101,532
Total Program Revenue	84,595	5,936,841	6,021,436
Net Program (Revenue) Expenses	(1,098)	(37,643)	(38,741)
GENERAL REVENUES			
Investment Income	-	20,978	20,978
Miscellaneous	-	74,440	74,440
Total General Revenues	-	95,418	95,418
Change in Net Position	1,098	133,061	134,159
Net Position - Beginning	60,750	323,254	384,004
Net Position - Ending	$ 61,848	$ 456,315	$ 518,163

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. Six 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.

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, 2017, for the joint ventures are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2017

	HRC	PEDC
Assets	$ 23,826	$ 7,475,323
Liabilities	4,074	3,019,538
Net Position		
Restricted:	-	61,198
Unrestricted:	19,752	
Committed	-	52,309
Unassigned	-	4,342,278
Total net position	$ 19,752	$ 4,455,785

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2017

	HRC	PEDC
Revenues	$ 193,281	$ 2,477,425
Expenses	(188,029)	(2,450,553)
Change in net position	5,252	26,872
Net position - beginning	14,500	4,428,913
Net position - ending	$ 19,752	$ 4,455,785

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.

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 others internally dedicated resources are reported as general revenues rather than as program revenue. Internally dedicated resources are reported as general revenues rather than program revenues.

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 2017, 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 2017, 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 and FLCLASS Investment Pool, which are reported at amortized cost. 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 $4.674 million. This allowance is comprised of $3.893 million for ambulance receivables in the Emergency Medical Services Fund; $662,000 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, $4,000 for the Mass Transit 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 two 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 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.

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. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits* (OPEB) the government-wide and proprietary fund financial statements report the annual OPEB expense and related OPEB liabilities (assets) of postemployment benefits other than pensions. 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 to/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 balances - 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, 2017, the County's carrying value of cash and cash equivalents totaled $241,560,569, which is presented as $232,785,291 in the statement of net position and $8,775,278 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 51 days as of September 30, 2017. 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, 2017 is 80 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 also 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 averages to maturity "WAM" of 56 days as of September 30, 2017. 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, 2017 is 77 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

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, 2017 the carrying amount of the County's cash deposits totaled $99,697,545, cash in money market funds totaled $61,485,521, the County's investment in the Florida Prime Investment Pool totaled $75,324,969, and the County's investment in FLCLASS totaled $5,052,533.

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 January 2017. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, 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 $122,898,804 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, 2017, interest receivable on the County's investment portfolio amounted to $484,352.

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:				
Corporate Notes	4,999,331	0.44	A+	4.07%
Total short term investments	4,999,331			4.07%
Long Term Investments:				
United States Treasury Securities	38,397,517	3.08	AA+	31.24%
Federal Instruments	35,140,225	1.63	AA+	28.59%
Corporate Notes	20,251,729	3.03	A+	16.48%
State and/or Local Government Debt	3,933,004	1.79	AA-	3.20%
Local Government Investment Pool	20,176,998	1.74	AAA	16.42%
Total long term investments	117,899,473			95.93%
Total Fair Value	$ 122,898,804			100.00%
Portfolio Weighted Average Duration		2.29		

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, 2017, Escambia County had the following recurring fair value measurements.

	9/30/2017	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 20,251,729	$ 20,251,729	$ -	$ -
Corporate Notes - Short Term	4,999,331	4,999,331	-	-
United States Treasury Securities	38,397,517	38,397,517	-	-
Federal Instruments	35,140,225	35,140,225	-	-
Local Government Investment Pool	20,176,998	20,176,998	-	-
State and/or Local Government Debt	3,933,004	3,933,004	-	-
Total debt securities	$ 122,898,804	$ 122,898,804	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - Florida Prime Investment Pool	75,324,969			
LGIP - FLCLASS	5,052,533			
Total investments measured at the NAV	80,377,502			
Total investments measured at fair value	**$ 203,276,306**			

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, 2017, the investments had a weighted average duration of 2.29 years.

The County had $4,414,519 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
166764AA8	Chevron Corp (Callable) Notes	12/5/2017	$ 749,640	Continuous	11/5/2017
06406HDB2	Bank of New York Mellon Corp (Callable) Notes	5/22/2017	2,001,668	Continuous	4/22/2018
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	1,009,998	Continuous	2/1/2021
92826CAG7	Visa (Callable) Notes	9/15/2022	653,213	Continuous	8/15/2022
			$4,414,519		

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 A-1, 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.

- 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" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2017, the majority of the County's investment securities in the amount of $122,898,804 were all individually rated AA+, A+ or A-1 by Standard & Poors Rating Services. The County's $75,324,969 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, 2017 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime/.

The County's $20,176,988 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Standard and Poors. The current rating as of September 30, 2017 was AAAf. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,052,533 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, 2017 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, 2017, 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%
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)(3)	50%	25%
Florida Local Government Surplus Funds Trust Funds ("FL Prime") (2)	25%	25%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives
(3) Does not include "FL Prime"

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 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Not Being Depreciated:				
Land	$ 50,613,707	$ 10,001,360	$ -	$ 60,615,067
Construction In Progress	12,711,971	7,320,820	(447,073)	19,585,718
Total Capital Assets, Not Being Depreciated	63,325,678	17,322,180	(447,073)	80,200,785
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	231,508,755	2,236,453	-	233,745,208
Equipment	136,214,390	6,653,082	(3,816,444)	139,051,028
Intangible Computer Software	8,241,172	456,992	-	8,698,164
Infrastructure	800,078,206	25,526,490	-	825,604,696
Total Capital Assets Being Depreciated	1,176,042,523	34,873,017	(3,816,444)	1,207,099,096
Less Accumulated Depreciation For:				
Buildings and Improvements	(104,251,017)	(6,954,687)	-	(111,205,704)
Equipment	(108,281,256)	(9,482,977)	3,596,099	(114,168,134)
Intangible Computer Software	(5,320,097)	(690,655)	-	(6,010,752)
Infrastructure	(482,717,407)	(18,122,712)	-	(500,840,119)
Total Accumulated Depreciation	(700,569,777)	(35,251,031)	3,596,099	(732,224,709)
Total Capital Assets, Being Depreciated, Net	475,472,746	(378,014)	(220,345)	474,874,387
Governmental Activities Capital Assets, Net	$ 538,798,424	$ 16,944,166	$ (667,418)	$ 555,075,172

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	$ 5,000,063
Public Safety	7,707,167
Physical Environment	478,668
Transportation	17,245,122
Economic Environment	779,451
Human Services	127,971
Culture/Recreation	2,352,551
Court Related	1,489,735
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	70,303
Total Depreciation Expense - Governmental Activities	$ 35,251,031

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	482,408	4,732,564	-	5,214,972
Total Capital Assets, Not Being Depreciated	6,275,677	4,732,564	-	11,008,241
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,585,407	65,211	(357,895)	37,292,723
Equipment	26,326,615	2,570,121	(1,414,536)	27,482,200
Intangible Computer Software	191,255	-	(15,000)	176,255
Infrastructure	45,037,499	140,012	-	45,177,511
Total Capital Assets Being Depreciated	109,140,776	2,775,344	(1,787,431)	110,128,689
Less Accumulated Depreciation For:				
Buildings and Improvements	(27,450,440)	(870,242)	176,860	(28,143,822)
Equipment	(17,437,659)	(2,505,885)	1,412,358	(18,531,186)
Intangible Computer Software	(174,480)	(16,775)	15,000	(176,255)
Infrastructure	(22,891,189)	(1,659,330)	-	(24,550,519)
Total Accumulated Depreciation	(67,953,768)	(5,052,232)	1,604,218	(71,401,782)
Total Capital Assets, Being Depreciated, Net	41,187,008	(2,276,888)	(183,213)	38,726,907
Total Business-Type Activities Capital Assets, Net	$ 47,462,685	$ 2,455,676	$ (183,213)	$ 49,735,148

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 2,981,026
Inspections Fund	33,847
Emergency Medical Service Fund	1,248,948
Bay Center Fund	788,411
Total Depreciation Expense - Business-type Activities	$ 5,052,232

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	$ 60,615,067	$ 5,793,269	$ 66,408,336
Construction In Progress	19,585,718	5,214,972	24,800,690
Total Capital Assets, Not Being Depreciated:	80,200,785	11,008,241	91,209,026
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	233,745,208	37,292,723	271,037,931
Equipment	139,051,028	27,482,200	166,533,228
Intangible Computer Software	8,698,164	176,255	8,874,419
Infrastructure	825,604,696	45,177,511	870,782,207
Capital Assets, Being Depreciated:	1,207,099,096	110,128,689	1,317,227,785
Less: Accumulated Depreciation	(732,224,709)	(71,401,782)	(803,626,491)
Total Capital Assets, Being Depreciated, Net:	474,874,387	38,726,907	513,601,294
Total Capital Assets, Net	$ 555,075,172	$ 49,735,148	$ 604,810,320

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2017:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 278,798	$ 521,931
County Jail Facility	2,882,430	1,263,240
Environmental Projects	1,691,072	5,040,829
Road & Bridge Projects	26,802,431	24,381,047
Pensacola Beach Projects	1,527,395	1,414,804
Economic Development Projects	23,075,754	4,686,333
Parks Projects	296,461	238,073
Toll Facility Projects	664,583	3,743,706
Vehicles and Equipment	27,116	670,150
Transit	420,960	240,181
Disaster Recovery-Flood Projects	2,516,542	531,583
Total	$ 60,183,542	$ 42,731,877
Business Type Activities		
Solid Waste Landfill Projects	$ 5,973,117	$ 1,037,688
Building Inspections Equipment	-	10,467
Public Safety Equipment	-	48,582
Public Safety Emergency Management Projects	11,161	68,754
Total	$ 5,984,278	$ 1,165,491

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, 2017, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Being Depreciated:				
Buildings	1,110,272	17,277	-	1,127,549
Improvements other than Buildings	10,807	-	-	10,807
Equipment	219,410	44,312	(24,687)	239,035
Total Capital Assets Being Depreciated	1,340,489	61,589	(24,687)	1,377,391
Less Accumulated Depreciation For:				
Capital Assets	(731,666)	(47,381)	24,687	(754,360)
Capital Assets, Net	$ 608,823	$ 14,208	$ -	$ 623,031

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 47,381
Total Depreciation Expense - Component Unit	$ 47,381

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2017 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 176,410	$ 359,693
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	60,695
Non-major Funds:		
Special Revenue Funds	252,555	882,419
Internal Service Fund	873,842	-
	$ 1,302,807	$ 1,302,807

	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)	14,020,078	-
Non-major Funds:		
Special Revenue Funds	-	3,026,645
	$ 14,020,078	$ 14,020,078

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	$ 4,448,957	$ 12,649,753
Major Special Revenue Funds:		
CRA	23,429	-
Major Capital Project Fund:		
2017 Series Capital Project Fund	-	1,578,977
Local Option Sales Tax (LOST)	48,487	2,207,848
Major Enterprise Fund:		
Solid Waste Fund	34,181	297,843
Emergency Medical Service Fund	26,276	333,510
Non-major Funds:		
Special Revenue Funds	7,798,114	10,007,860
Debt Service Funds	12,545,834	-
Enterprise Funds	1,315,238	-
Internal Service Fund	2,425,000	1,589,725
	$ 28,665,516	$ 28,665,516

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, 2017 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,207	$ 2,178,913	$ 2,191,120
IHMC loan receivable	-	8,469,842	8,469,842
SRIA loan receivable	-	4,960,000	4,960,000
PDC lease receivable	3,419,850	-	3,419,850
	$ 3,432,057	$ 15,608,755	$ 19,040,812

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. 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, 2017 the cumulative amounts borrowed by IHMC totaled $11,771,348. The remaining available amount to borrow of $228,652 is expected to be drawn in 2018 as construction and renovation is concluded. 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, 2017 was $8,469,842. IHMC is committed to making the following payments to the County under the payment plan:

Year	
2018	$ 1,011,675
2019	1,012,067
2020	1,011,736
2021	1,011,684
2022	1,011,878
2023-2028	6,069,969
	$ 11,129,009

C. 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 $8.5million 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, 2017 was $4,960,000. SRIA is committed to making the following payments to the County under the payment plan:

Year		
2018	$	1,215,000
2019		1,230,000
2020		1,250,000
2021		1,265,000
	$	4,960,000

D. 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, 2017 future lease payments totaling $3,419,850 consists of principal of $2,216,539, and interest of $1,203,311. 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, 2017, were as follows:

Capital Lease Receivable		
Balance 10/01/2016	$	2,286,204
Additions		-
Principal reductions		(69,665)
Balance 09/30/2017	$	2,216,539

Future Lease Payments		
2018	$	182,392
2019		182,392
2020		182,392
2021		182,392
2022		182,392
2023-2036		2,507,890
Total minimum lease payment		3,419,850
less: amount representing interest		(1,203,311)
Present value of minimum lease payments	$	2,216,539

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, 2017:

	Balance 10/1/16	Additions	Reductions	Balance 9/30/2017	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 42,610,000	$ 78,060,000	$ (2,275,000)	$ 118,395,000	$ 2,850,000
Revenue notes payable	60,726,000	-	(5,068,000)	55,658,000	5,174,000
Bonds/notes payable	103,336,000	78,060,000	(7,343,000)	174,053,000	8,024,000
Unamortized Bond Issue Premiums	-	10,682,424	(89,013)	10,593,411	-
Total bonds/notes payable	103,336,000	88,742,424	(7,432,013)	184,646,411	8,024,000
Claims payable	10,266,181	7,807,557	(8,288,274)	9,785,464	2,732,972
Compensated absences	26,905,016	13,672,635	(13,756,222)	26,821,429	2,682,068
Net other post employment benefits	10,143,556	939,695	(465,396)	10,617,855	-
Net pension liability *	163,585,863	22,870,899	-	186,456,762	-
Pollution remediation obligation	275,000	-	(120,000)	155,000	95,000
Governmental activities long-term liabilities	$ 314,511,616	$ 134,033,210	$ (30,061,905)	$ 418,482,921	$ 13,534,040
Business-type Activities:					
Compensated absences	$ 1,226,362	$ 901,837	$ (864,170)	$ 1,264,029	$ 126,149
Net other post employment benefits	607,400	27,630	7,972	643,002	-
Net pension liability *	14,546,787	2,036,130	-	16,582,917	-
Landfill closure costs	15,529,216	176,001	-	15,705,217	78,066
Business-type activities Long-term liabilities	$ 31,909,765	$ 3,141,598	$ (856,198)	$ 34,195,165	$ 204,215

* 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, 2017, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2017:

	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	$ 14,815,000	3.110%	10/1/2031
Sales Tax Refunding Revenue Bond					
Series 2011	Refunding	29,535,000	25,520,000	3.060%	10/1/2031
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	78,060,000	2%-5%	10/1/2047
Total Revenue Bonds			118,395,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 38,890,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	2,519,000	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2013	Capital Project	12,000,000	9,289,000	3.140%	10/1/2028
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	4,960,000	1.390%	10/1/2021
Total Revenue Notes			55,658,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 174,053,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2017. 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, 2017:

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	$ 1,322,015	$ 18,388,623	99%	$ 1,321,715	2031
Sales Tax Refunding Revenue Bond Series 2011	Half Cent Sales Tax	24,173,396	31,543,533	9.3%	2,264,976	2031
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	24,173,396	158,921,500	21.9%	1,016,675	2047
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	24,173,396	48,794,315	13.5%	3,107,398	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	9,298,123	2,579,586	13.9%	1,295,026	2019
Capital Improvement Revenue Note Series 2013	Non-Ad valorem	1,011,992	11,129,009	100%	1,011,533	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,281,055	5,133,542	100%	1,280,555	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 276,490,108		$ 11,297,878	

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, 2017:

	Balance 10/1/16	Additions	(Reductions)	Balance 9/30/17
Governmental Activities:				
Board of County Commissioners	$ 13,034,693	$ 5,974,642	$ (6,039,524)	$ 12,969,811
Clerk	593,836	369,788	(334,729)	628,895
Property Appraiser	406,353	332,758	(350,461)	388,650
Supervisor of Elections	172,099	101,623	(90,252)	183,470
Sheriff	11,156,544	5,928,092	(5,910,937)	11,173,699
Tax Collector	491,616	424,416	(410,023)	506,009
Internal Service Fund - BCC	263,083	159,619	(139,624)	283,078
Internal Service Fund - Clerk	786,792	381,697	(480,672)	687,817
	$ 26,905,016	$ 13,672,635	$ (13,756,222)	$ 26,821,429
Business-type Activities:				
Solid Waste Fund	$ 502,690	$ 203,009	$ (178,198)	$ 527,501
Inspection Fund	309,991	413,743	(393,061)	330,673
Emergency Medical Service Fund	413,681	285,085	(292,911)	405,855
	$ 1,226,362	$ 901,837	$ (864,170)	$ 1,264,029

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, 2017:

	Balance 10/1/16	Additions	(Reductions)	Balance 9/30/17
Governmental Activities:				
Governmental Activities	$ 10,143,556	$ 939,695	$ (465,396)	$ 10,617,855
	$ 10,143,556	$ 939,695	$ (465,396)	$ 10,617,855
Business-type Activities:				
Solid Waste Fund	$ 126,497	$ 6,085	$ -	$ 132,582
Emergency Medical Service Fund	388,960	21,545	-	410,505
Inspections Fund	91,943	-	7,972	99,915
	$ 607,400	$ 27,630	$ 7,972	$ 643,002

F. Net Pension Liability

The following is a summary schedule of the net pension liability as of September 30, 2017:

Net pension liability FRS

	Balance 10/1/16	Increase (Decrease)	Balance 9/30/17
Governmental Activities:			
Governmental Activities	$ 124,927,291	$ 25,307,150	$ 150,234,441
	$ 124,927,291	$ 25,307,150	$ 150,234,441
Business-type Activities:			
Solid Waste Fund	$ 1,308,710	$ 245,506	$ 1,554,216
Inspections Fund	1,089,857	216,663	1,306,520
Emergency Medical Service Fund	8,789,541	1,790,853	10,580,394
	$ 11,188,108	$ 2,253,022	$ 13,441,130
Total NPL FRS	**$ 136,115,399**	**$ 27,560,172**	**$ 163,675,571**

Net pension liability HIS

	Balance 10/1/16	Increase (Decrease)	Balance 9/30/17
Governmental Activities:			
Governmental Activities	$ 38,658,572	$ (2,436,251)	$ 36,222,321
	$ 38,658,572	$ (2,436,251)	$ 36,222,321
Business-type Activities:			
Solid Waste Fund	$ 418,161	$ (23,634)	$ 394,527
Inspections Fund	324,736	(20,857)	303,879
Emergency Medical Fund	2,615,782	(172,401)	2,443,381
	$ 3,358,679	$ (216,892)	$ 3,141,787
Total NPL HIS	**$ 42,017,251**	**$ (2,653,143)**	**$ 39,364,108**
Governmental Activities:	$ 163,585,863	$ 22,870,899	$ 186,456,762
Business-type Activities:	14,546,787	2,036,130	16,582,917
Total NPL	**$ 178,132,650**	**$ 24,907,029**	**$ 203,039,679**

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	
2018	$ 2,850,000	$ 4,938,659	$ 5,174,000	$ 1,512,828	$ 14,475,487
2019	2,925,000	4,856,319	5,293,000	1,396,463	14,470,782
2020	3,020,000	4,766,677	4,121,000	1,279,845	13,187,522
2021	3,115,000	4,668,873	4,220,000	1,175,502	13,179,375
2022	3,225,000	4,562,508	3,045,000	1,071,211	11,903,719
2023-2027	17,875,000	20,748,919	16,594,000	3,965,314	59,183,233
2028-2032	17,575,000	17,774,301	17,211,000	1,577,289	54,137,590
2033-2037	17,585,000	14,402,500	-	-	31,987,500
2038-2042	22,130,000	9,852,400	-	-	31,982,400
2043-2047	28,095,000	3,887,500	-	-	31,982,500
Total	$ 118,395,000	$ 90,458,656	$ 55,658,000	$ 11,978,452	$ 276,490,108

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	$ 860,000	to	$ 1,280,000	
Sales Tax Refunding Revenue Bond, Series 2011	$ 1,490,000	to	$ 2,205,000	
Sales Tax Revenue Bond, Series 2017	$ 500,000	to	$ 6,180,000	
Revenue Notes:				
Sales Tax Refunding Revenue Note, Series 2012	$ 1,990,000	to	$ 5,225,000	
Tourist Development Refunding Revenue Note, Series 2012	$ 1,249,000	to	$ 1,270,000	
Capital Improvement Revenue Note, Series 2013	$ 720,000	to	$ 981,000	
Capital Improvement Revenue Note, Series 2014	$ 1,215,000	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. 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.

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, 2017, the outstanding conduit debt of Escambia County is $376,250,000.

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, 2017, Perdido Landfill's Class I capacity is at 42.42%, leaving an estimated life of thirty eight (38) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2017, is $15,705,217. The remaining closure and postclosure costs to be recognized, based upon the

current engineering estimates are $21,552,801, 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, 2017. 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, 2017 is $8,767,671.

Closure and Postclosure Care Liability:

	2017	2016
Current	$ 78,066	$ 86,410
Long-term	15,627,151	15,442,806
Total Liability	$ 15,705,217	$ 15,529,216

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 $80,000 during fiscal year 2017. Revised estimates for projected costs through 2019 are $75,000.

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, 2017 in the governmental activities statement of net position is estimated to be approximately $155,000.

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 $9,785,464 reported in the Internal Service Fund at September 30, 2017 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:

	2017	2016
Unpaid claims, beginning	$ 9,369,181	$ 8,347,339
Claims incurred and changes in estimates	7,599,557	9,309,658
Less: claims paid	(8,288,274)	(8,287,816)
Unpaid claims, ending	$ 8,680,464	$ 9,369,181
Estimated claims due within one year	(1,627,972)	(1,675,057)
Estimated claims due longer than one year	$ 7,052,492	$ 7,694,124

Medical:

	2017	2016
Unpaid claims, beginning	$ 897,000	$ -
Changes in estmates	208,000	897,000
Claims incurred	36,884,506	16,478,448
Less: claims paid	(36,884,506)	(16,478,448)
Unpaid claims, ending	$ 1,105,000	$ 897,000
Estimated claims due within one year	(1,105,000)	(897,000)
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 or by email at rep@dms.myflorida.com . 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 2017 and 2018 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, 2017 and two preceding FRS fiscal years are as follows:

	7/1/17-9/30/17	7/1/16-6/30/16	7/1/15-6/30/16	7/1/14-6/30/15
Regular Class - Members not qualifying for other classes:	7.92%	7.52%	7.26%	7.37%
Senior Management:	22.71%	21.77%	21.43%	21.14%
Elected Officials Class:	45.50%	42.47%	42.27%	43.23%
Deferred Retirement Option Program (DROP):	13.26%	12.99%	12.88%	12.28%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	23.27%	22.57%	22.04%	19.82%
Special Risk Administrative Support:	34.63%	28.06%	32.95%	42.07%

For the years ending September 30, 2017, 2016, 2015, the County contributed $17,499,025, $16,500,788, and $15,080,049 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, 2017, the County reported a liability of $203,039,679 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. 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, 2017, the County's change in proportion was an increase from its proportion measured as of June 30, 2016.

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, 2017	$ 163,675,571	$ 39,364,108	$ 203,039,679
County's proportion at June 30, 2017	0.0055334	0.0036815	
County's proportion at June 30, 2016	0.0053907	0.0036052	
Change in proportion during current year	0.0001428	0.0000763	

For the fiscal year ended September 30, 2017, the County recognized pension expense of $15,549,249.

At September 30, 2017, 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	$ 15,021,479	$ 906,679	$ -	$ 81,962	$ 14,032,838
Changes in assumptions	55,006,547	-	5,533,240	3,403,856	57,135,931
Net difference between projected and actual earnings on pension plan investments	-	4,056,290	21,830	-	(4,034,460)
Changes in proportion and differences between County contributions and proportionate share of contributions	15,360,187	9,823,632	4,505,479	2,893,148	7,148,886
County contributions subsequent to the measurement date	3,420,314	-	442,575	-	3,862,889
	$ 88,808,527	$ 14,786,601	$ 10,503,124	$ 6,378,966	$ 78,146,084

The $3,862,889 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, 2018. 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)
2018	$ (9,215,317)	$ (1,147,699)	$ (10,363,016)
2019	(24,493,656)	(1,140,349)	(25,634,005)
2020	(17,125,989)	(1,136,821)	(18,262,810)
2021	(3,499,244)	(852,290)	(4,351,534)
2022	(11,835,178)	(336,105)	(12,171,283)
Thereafter	(4,432,226)	931,313	(3,500,913)
TOTALS	$ (70,601,610)	$ (3,681,951)	$ (74,283,561)

The total FRS pension liability as of the actuarial valuation date of July 1, 2017 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	7/1/2017
Measurement Date	6/30/2017
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	7.10%
Long-term expected rate of return, net of investment expense, including inflation	7.10%
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	7/1/2016
Measurement Date	6/30/2017
Actuarial Assumptions:	
Discount rate	3.58%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.58%
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, 2017 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 7.10%, 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%	3.0%	3.0%	1.8%
Fixed income	18%	4.5%	4.4%	4.2%
Global equity	53%	7.8%	6.6%	17.0%
Real estate	10%	6.6%	5.9%	12.8%
Private equity	6%	11.5%	7.8%	30.0%
Strategic investments	12%	6.1%	5.6%	9.7%
	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 6.10%	Current Discount Rate 7.10%	1% Increase 8.10%
$ 296,392,301	$ 163,675,571	$ 53,614,317

HIS Net Pension Liability (Asset)		
1% decrease 2.58%	Current Discount Rate 3.58%	1% Increase 4.58%
$ 44,919,660	$ 39,364,108	$ 34,736,640

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 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. The County may amend the OPEB plan at its discretion. A stand-alone financial report is not prepared for the OPEB plan.

The County engaged an actuarial firm to determine the estimated obligation associated with the plan. As of the valuation date of October 1, 2015, there were no significant changes in the benefits of the plan. A roll forward calculation was prepared using a payroll growth factor of 3%.

At October 1, 2015, the date of the latest actuarial valuation, plan participation consisted of:

OPEB plan participants	2,446
Retirees receiving benefits	285

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. During 2017, the County made $939,695 in contributions toward the implicit rate subsidy.

The County's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the County's OPEB cost for the year, the amount actually contributed to the plan, and changes in the County's net OPEB obligation:

	FY17 Valuation as of 10/01/15
Normal Cost (service cost for one year)	$ 826,557
Amortization of Unfunded Actuarial Accrued Liability (UAAL)	603,821
Interest on Normal Cost and Amortization	-
Annual Required Contribution (ARC)	1,430,378
Annual Required Contribution (ARC)	1,430,378
Interest on Net OPEB Obligation	430,038
Adjustment to ARC	(410,820)
Annual OPEB Cost (Expense)	1,449,596
Employer Contributions Made	939,695
Increase (Decrease) in Net OPEB Obligation	509,901
Net OPEB Obligation at beginning of year	10,750,956
Net OPEB Obligation at end of Year	$ 11,260,857

The County's annual OPEB cost, the percentage of annual expected employer contributions toward OPEB cost and the net OPEB obligation for 2017 with two applicable preceding years was as follows:

Fiscal Year Ending	Annual OPEB Cost	Employer Contribution	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$ 1,684,678	$ 927,117	55.03%	$ 10,236,801
9/30/2016	$ 1,419,947	$ 905,792	63.79%	$ 10,750,956
9/30/2017	$ 1,449,596	$ 939,695	64.82%	$ 11,260,857

Funding Policy and Status - As of October 1, 2015, the valuation date, the plan was 0% funded. The actuarial accrued liability (AAL) for benefits was $15,865,973 and the actuarial value of assets was $0, resulting in an unfunded actuarial accrued liability (UAAL) of $15,865,973. The covered payroll (annual payroll of active employees covered by the OPEB Plan) was approximately $110 million and the ratio of the UAAL to the covered payroll was 14.42%.

Actuarial Methods and Assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Calculations for financial reporting purposes are based on the plan as understood by the employer and the plan members and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

The actuarial methods and assumptions are:

Actuarial cost method	Projected unit credit cost
Amortization method	Level percent of pay, open
Amortization period remaining	30 years
Asset valuation method	Unfunded - Market value of assets
Actuarial assumptions:	
Investment rate of return*	4% compounded annually
Projected salary increases*	3.0%
Payroll growth assumptions	3.0%
Medical cost trend rate*	
Pre-Medicare	7.5%
Ultimate trend rate*	
Pre-Medicare	5.0%
Year of ultimate trend rate	2020
*Includes general inflation at	3.25%

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, 2017 are as follows:

Court-Related	$	3,895,078
Culture & Recreation		3,153,703
Health		32,619
Resource Conservation		791,563
Records Modernization		2,771,846
Tourism		4,248,956
	$	14,893,765

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, 2017, Escambia County abated property taxes totaling $1,521,384 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 new light weight containerboard manufacturer for machinery and equipment. The abatement amounted to $682,793.
- 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 $472,362.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $150,798
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $119,115.
- 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 $96,316.

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 not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2017 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $9,820,463. The deficit is due to expenditures due to the April 2014 flood event, and expenditures that were unreimbursed through grant funding.

NOTE 13 – SUBSQUENT EVENTS

In December 2017, the County awarded the construction contract to Whitesell-Green Inc. for design build services and approved alterations for the new County Jail Facility. The estimated construction cost is $132.4 million.

The County has evaluated events and transactions that occurred between September 30, 2017, and February 9, 2018, 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.

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of funding progress for other post employment benefits

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 FUNDING PROGRESS FOR OTHER POSTEMPLOYMENT BENEFITS

Actuarial Valuation Date	Actuarial Value of Assets (a)	Accrued Liability (AAL) Projected Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered payroll (c)	UAAL as a Percentage of Covered Payroll ([b-a]/c)
10/1/2011	$ -	$ 16,618,209	$ 16,618,209	0.00%	$ 103,012,933	16.13%
10/1/2013	$ -	$ 17,763,326	$ 17,763,326	0.00%	$ 105,128,055	16.90%
10/1/2015	$ -	$ 15,865,973	$ 15,865,973	0.00%	$ 110,057,073	14.42%

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)	2017	2016	2015
County's proportion of the net pension liability (asset)	0.55334444%	0.539069213%	0.491069200%
County's proportion of the net pension liability (asset)	$ 163,675,571	$ 136,115,399	$ 63,428,173
County's covered payroll	$ 90,995,678	$ 86,066,707	$ 82,216,864
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	179.87%	158.15%	77.15%
FRS plan fiduciary net position as a percentage of the total pension liability	83.89%	84.88%	92.00%

Health Insurance Subsidy (HIS)	2017	2016	2015
County's proportion of the net pension liability (asset)	0.368148238%	0.360521192%	0.352411204%
County's proportion of the net pension liability (asset)	$ 39,364,108	$ 42,017,251	$ 35,940,399
County's covered payroll	$ 115,857,560	$ 111,319,337	$ 100,474,785
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	33.98%	37.74%	35.77%
FRS plan fiduciary net position as a percentage of the total pension liability	1.64%	0.97%	0.50%

* 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

2014
0.478135639%
$ 29,173,305
$ 83,923,116
34.76%
96.09%

2014
0.341734437%
$ 31,953,004
$ 96,394,207
33.15%
0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2017**	**2016**	**2015**
Contractually required contribution	$ 14,404,918	$ 13,146,062	$ 11,972,684
Contributions in relation to the contractually required contribution	(14,404,918)	(13,146,062)	(11,972,684)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 89,221,118	$ 87,227,854	$ 87,179,508
Contributions as a percentage of covered payroll	16.15%	15.07%	13.73%

Health Insurance Subsidy (HIS)	**2017**	**2016**	**2015**
Contractually required contribution	$ 1,948,347	$ 1,847,901	$ 1,347,135
Contributions in relation to the contractually required contribution	(1,948,347)	(1,847,901)	(1,347,135)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 117,370,301	$ 103,777,681	$ 103,414,127
Contributions as a percentage of covered payroll	1.66%	1.78%	1.30%

* 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

2014
$ 10,473,200
$ (10,473,200)
$ -
$ 86,379,678
12.12%

2014
$ 1,170,667
$ (1,170,667)
$ -
$ 97,555,583
1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2017:

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 7.6% to 7.1%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was increased from 2.85% to 3.58%.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2017

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 50,143,051	$ -	$ (50,143,051)
Investment Income	-	217,682	217,682
Total Revenues	50,143,051	217,682	(49,925,369)
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	-	684	(684)
Capital Outlay	143,480,759	6,523,416	136,957,343
Total Expenditures	143,480,759	6,524,100	136,956,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	(93,337,708)	(6,306,418)	87,031,290
OTHER FINANCING SOURCES (USES)			
Transfers In	6,174,261	-	(6,174,261)
Transfers (Out)	(1,578,977)	(1,578,977)	-
Issuance of Bonds Payable	78,060,000	78,060,000	-
Premium(Discount)Bonds Payable	10,682,424	10,682,424	-
Total Other Financing Sources and (Uses)	93,337,708	87,163,447	(6,174,261)
Net Change in Fund Balance	-	80,857,029	80,857,029
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ 80,857,029	$ 80,857,029

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2017

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 34,252,731	$ 42,588,368	$ 8,335,637
Intergovernmental Revenues	26,719,330	5,932,592	(20,786,738)
Charges for Services	190,000	232,176	42,176
Investment Income	-	817,049	817,049
Miscellaneous Revenues	318,091	393,785	75,694
Total Revenues	61,480,152	49,963,970	(11,516,182)
EXPENDITURES			
Current:			
General Government	6,435,316	2,091,781	4,343,535
Transportation	1,375,652	1,294,302	81,350
Human Services	145,267	131,861	13,406
Culture/Recreation	1,957,150	1,409,042	548,108
Debt Service			
Principal Retirement	601,778	-	601,778
Interest and Fiscal Charges	9,027	1,866	7,161
Capital Outlay	138,775,360	35,353,081	103,422,279
Total Expenditures	149,299,550	40,284,433	109,015,117
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,819,398)	9,679,537	97,498,935
OTHER FINANCING SOURCES (USES)			
Transfers In	48,487	48,487	-
Transfers (Out)	(6,174,261)	(2,207,848)	3,966,413
Total Other Financing Sources and (Uses)	(6,125,774)	(2,159,361)	3,966,413
Net Change in Fund Balance	(93,945,172)	7,520,176	101,465,348
Fund Balance - Beginning	93,945,172	117,271,242	23,326,070
Fund Balance - Ending	$ -	$ 124,791,418	$ 124,791,418

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 account 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, 2017

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 29,135,243	$ 3,829,120	$ 469,737
Investments	16,638,417	-	-
Accounts Receivable	1,124,311	-	-
Accrued Interest Receivable	484,352	-	-
Due from Other Funds	2,000,616	-	-
Due from Other Governments	2,856,887	5,338	-
Due from Individuals	-	-	-
Inventories	425,150	-	-
Other Assets	3,432,057	-	-
Total Assets	$ 56,097,033	$ 3,834,458	$ 469,737
LIABILITIES			
Accounts Payable	$ 1,511,425	$ 174,547	$ 33,012
Contracts Payable	2,521	24,733	-
Accrued Liabilities	3,498,449	330,388	194,562
Due to Other Funds	6,565	1,215,589	242,163
Due to Other Governments	278,122	1,989,072	-
Deposits	215,117	-	-
Unearned Revenue	-	33,948	-
Other Current Liabilities	293,531	66,181	-
Total Liabilities	5,805,730	3,834,458	469,737
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,419,850	-	-
Total Deferred Inflow of Resources	3,419,850	-	-
FUND BALANCES			
Nonspendable:			
Inventories	425,150	-	-
Assigned to:			
Subsequent Year's Budget	16,297,587	-	-
Unassigned	30,148,716	-	-
Total Fund Balances	46,871,453	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 56,097,033	$ 3,834,458	$ 469,737

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 2,645,206	$ -	$ 1,083,210	$ -	$ 37,162,516
-	-	-	-	16,638,417
-	-	-	-	1,124,311
-	-	-	-	484,352
176,410	-	-	(2,000,616)	176,410
10,151	80,829	-	-	2,953,205
-	-	-	-	-
268,872	-	-	-	694,022
-	-	-	-	3,432,057
$ 3,100,639	$ 80,829	$ 1,083,210	$ (2,000,616)	$ 62,665,290
$ 168,206	$ 50,097	$ 203,065	$ -	$ 2,140,352
-	-	-	-	27,254
2,317,383	24,756	184,931	-	6,550,469
341,057	-	554,935	(2,000,616)	359,693
5,121	5,976	1,390	-	2,279,681
-	-	-	-	215,117
-	-	138,889	-	172,837
-	-	-	-	359,712
2,831,767	80,829	1,083,210	(2,000,616)	12,105,115
-	-	-	-	3,419,850
-	-	-	-	3,419,850
268,872	-	-	-	694,022
-	-	-	-	16,297,587
-	-	-	-	30,148,716
268,872	-	-	-	47,140,325
$ 3,100,639	$ 80,829	$ 1,083,210	$ (2,000,616)	$ 62,665,290

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2017

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 105,885,806	$ -	$ -
Franchise Fees	12,811,095	-	-
Special Assessments	893,381	-	-
Intergovernmental Revenues	33,399,918	866,346	-
Charges for Services	1,328,180	6,009,176	18,688
Judgments and Fines	73,679	1,545,766	-
Investment Income	467,525	208,302	-
Miscellaneous Revenues	5,700,215	409,570	2,967
Total Revenues	160,559,799	9,039,160	21,655
EXPENDITURES			
Current:			
General Government	34,536,353	4,014,434	5,382,697
Public Safety	41,069,725	-	-
Physical Environment	1,401,588	-	-
Transportation	2,559,801	-	-
Human Services	2,212,878	-	-
Culture/Recreation	1,432,645	-	-
Court-Related	-	7,182,781	-
Total Expenditures	83,212,990	11,197,215	5,382,697
Excess (Deficiency) of Revenues Over (Under) Expenditures	77,346,809	(2,158,055)	(5,361,042)
OTHER FINANCING SOURCES (USES)			
Transfers In	6,399,867	3,072,163	5,602,630
Transfers (Out)	(83,946,520)	(914,108)	(241,588)
Total Other Financing Sources and (Uses)	(77,546,653)	2,158,055	5,361,042
Net Change in Fund Balances	(199,844)	-	-
Fund Balances - Beginning	47,071,297	-	-
Fund Balances - Ending	$ 46,871,453	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 105,885,806
-	-	-	-	12,811,095
-	-	-	-	893,381
-	-	-	-	34,266,264
-	4,116	3,475,780	-	10,835,940
-	-	-	-	1,619,445
-	-	-	-	675,827
-	-	108,858	(3,355,784)	2,865,826
-	4,116	3,584,638	(3,355,784)	169,853,584
-	1,772,732	7,451,394	(3,355,784)	49,801,826
56,129,688	-	-	-	97,199,413
-	-	-	-	1,401,588
-	-	-	-	2,559,801
-	-	-	-	2,212,878
-	-	-	-	1,432,645
-	-	-	-	7,182,781
56,129,688	1,772,732	7,451,394	(3,355,784)	161,790,932
(56,129,688)	(1,768,616)	(3,866,756)	-	8,062,652
56,434,951	1,776,055	4,421,691	(73,258,400)	4,448,957
(243,563)	(7,439)	(554,935)	73,258,400	(12,649,753)
56,191,388	1,768,616	3,866,756	-	(8,200,796)
61,700	-	-	-	(138,144)
207,172	-	-	-	47,278,469
$ 268,872	$ -	$ -	$ -	$ 47,140,325

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2017

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 106,946,472	$ 106,946,472	$ 105,885,806
Franchise Fees	12,445,475	12,445,475	12,811,095
Special Assessments	911,347	911,347	893,381
Intergovernmental Revenues	28,175,100	28,199,669	33,399,918
Charges for Services	1,136,675	1,149,236	1,328,180
Judgments and Fines	38,000	38,000	73,679
Investment Income	-	-	467,525
Miscellaneous Revenues	4,941,057	5,209,948	5,700,215
Total Revenues	154,594,126	154,900,147	160,559,799
EXPENDITURES			
Current:			
General Government	62,747,114	69,245,727	34,536,353
Public Safety	42,381,474	42,820,052	41,069,725
Physical Environment	1,446,872	1,573,706	1,401,588
Transportation	2,768,986	2,944,738	2,559,801
Human Services	3,207,230	3,464,094	2,212,878
Culture/Recreation	1,492,376	1,506,930	1,432,645
Court-Related	-	-	-
Total Expenditures	114,044,052	121,555,247	83,212,990
Excess (Deficiency) of Revenues Over (Under) Expenditures	40,550,074	33,344,900	77,346,809
OTHER FINANCING SOURCES (USES)			
Transfers In	2,684,978	4,445,673	6,399,867
Transfers (Out)	(85,243,470)	(84,413,508)	(83,946,520)
Total Other Financing Sources and (Uses)	(82,558,492)	(79,967,835)	(77,546,653)
Net Change in Fund Balances	(42,008,418)	(46,622,935)	(199,844)
Fund Balances - Beginning	42,008,418	46,622,935	47,071,297
Fund Balances - Ending	$ -	$ -	$ 46,871,453

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
981,992	981,992	866,346	-	-	-
5,186,190	5,616,190	6,009,176	13,333	13,333	18,688
1,088,000	1,088,000	1,545,766	-	-	-
120,100	120,100	208,302	-	-	-
321,900	321,900	409,570	-	-	2,967
7,698,182	8,128,182	9,039,160	13,333	13,333	21,655
4,344,505	4,983,143	4,014,434	5,499,448	5,615,963	5,382,697
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,487,202	6,217,202	7,182,781	-	-	-
10,831,707	11,200,345	11,197,215	5,499,448	5,615,963	5,382,697
(3,133,525)	(3,072,163)	(2,158,055)	(5,486,115)	(5,602,630)	(5,361,042)
3,133,525	3,072,163	3,072,163	5,486,115	5,602,630	5,602,630
-	-	(914,108)	-	-	(241,588)
3,133,525	3,072,163	2,158,055	5,486,115	5,602,630	5,361,042
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

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, 2017

	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	55,438,635	56,434,951	56,129,688
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	55,438,635	56,434,951	56,129,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	(55,438,635)	(56,434,951)	(56,129,688)
OTHER FINANCING SOURCES (USES)			
Transfers In	55,438,635	56,434,951	56,434,951
Transfers (Out)	-	-	(243,563)
Total Other Financing Sources and (Uses)	55,438,635	56,434,951	56,191,388
Net Change in Fund Balances	-	-	61,700
Fund Balances - Beginning	-	-	207,172
Fund Balances - Ending	$ -	$ -	$ 268,872

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	2,618	4,116	3,253,785	3,345,659	3,475,780
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	93,500	93,500	108,858
-	2,618	4,116	3,347,285	3,439,159	3,584,638
2,225,074	2,220,160	1,772,732	7,666,107	7,634,247	7,451,394
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,225,074	2,220,160	1,772,732	7,666,107	7,634,247	7,451,394
(2,225,074)	(2,217,542)	(1,768,616)	(4,318,822)	(4,195,088)	(3,866,756)
2,225,074	2,224,981	1,776,055	4,421,691	4,421,691	4,421,691
-	(7,439)	(7,439)	(102,869)	(226,603)	(554,935)
2,225,074	2,217,542	1,768,616	4,318,822	4,195,088	3,866,756
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

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, 2017

	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	(3,355,784)	(3,355,784)	(3,355,784)
Total Revenues	(3,355,784)	(3,355,784)	(3,355,784)
EXPENDITURES			
Current:			
General Government	(3,355,784)	(3,355,784)	(3,355,784)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(3,355,784)	(3,355,784)	(3,355,784)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(61,581,361)	(74,395,728)	(73,258,400)
Transfers (Out)	61,581,361	74,395,728	73,258,400
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)
$ 106,946,472	$ 106,946,472	$ 105,885,806	$ (1,060,666)
12,445,475	12,445,475	12,811,095	365,620
911,347	911,347	893,381	(17,966)
29,157,092	29,181,661	34,266,264	5,084,603
9,589,983	10,127,036	10,835,940	708,904
1,126,000	1,126,000	1,619,445	493,445
120,100	120,100	675,827	555,727
2,000,673	2,269,564	2,865,826	596,262
162,297,142	163,127,655	169,853,584	6,725,929
79,126,464	86,343,456	49,801,826	36,541,630
97,820,109	99,255,003	97,199,413	2,055,590
1,446,872	1,573,706	1,401,588	172,118
2,768,986	2,944,738	2,559,801	384,937
3,207,230	3,464,094	2,212,878	1,251,216
1,492,376	1,506,930	1,432,645	74,285
6,487,202	6,217,202	7,182,781	(965,579)
192,349,239	201,305,129	161,790,932	39,514,197
(30,052,097)	(38,177,474)	8,062,652	46,240,126
11,808,657	1,806,361	4,448,957	2,642,596
(23,764,978)	(10,251,822)	(12,649,753)	(2,397,931)
(11,956,321)	(8,445,461)	(8,200,796)	244,665
(42,008,418)	(46,622,935)	(138,144)	46,484,791
42,008,418	46,622,935	47,278,469	655,534
$ -	$ -	$ 47,140,325	$ 47,140,325

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 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.

Mass Transit Fund
Created to account for the operation 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 206 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

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 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:

Federal Transit Administration Fund
Created to account for the revenue received from the United States Department of Transportation and the costs associated 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 County matching funds.

New Road Construction Fund
Created account for the disbursements from the Local Option Gas Tax used for acquisition and construction of new roads.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2017

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	$ 39,262,109	$ 1,060,902	$ 161,842	$ 40,484,853
Investments	18,105,968	605,909	92,432	18,804,309
Accounts Receivable	1,183,828	-	-	1,183,828
Due from Other Funds	252,555	-	-	252,555
Due from Other Governments	4,276,172	-	129,088	4,405,260
Inventories	563,052	-	-	563,052
Assets Held for Investment	759,176	-	-	759,176
Prepaid Items	-	-	-	-
Total Assets	$ 64,402,860	$ 1,666,811	$ 383,362	$ 66,453,033
LIABILITIES				
Accounts Payable	$ 5,140,866	$ -	$ 37,842	$ 5,178,708
Contracts Payable	159,150	-	-	159,150
Accrued Liabilities	1,770,631	-	-	1,770,631
Due to Other Funds	882,419	-	-	882,419
Advances Payable to Other Funds	3,026,645	-	-	3,026,645
Due to Other Governments	1,072,303	-	8,133	1,080,436
Deposits	215,956	-	-	215,956
Unearned Revenue	378,368	-	16,506	394,874
Total Liabilities	12,646,338	-	62,481	12,708,819
FUND BALANCES (deficits)				
Nonspendable				
Inventories	563,052	-	-	563,052
Restricted for				
Court Related Functions	3,895,078	-	-	3,895,078
Community Services	297,809	-	-	297,809
Debt Service	-	1,666,811	-	1,666,811
Economic & Community Development	472,310	-	-	472,310
Fire & Rescue	3,239,596	-	-	3,239,596
Health Services	32,619	-	-	32,619
Inmate Welfare	2,833,734	-	-	2,833,734
Law Enforcement	357,315	-	-	357,315
Library	3,153,703	-	-	3,153,703
Mass Transit System	515,272	-	320,881	836,153
Public Safety	2,768,044	-	-	2,768,044
Records Modernization Technology	2,771,846	-	-	2,771,846
Resource Conservation	791,563	-	-	791,563
Road Acquisition & Construction	-	-	-	-
Housing Assistance	6,160,549	-	-	6,160,549
Tourism	4,248,956	-	-	4,248,956
Transportation & Drainage Improvements	2,113,250	-	-	2,113,250
Transportation Maintenance	427,149	-	-	427,149
Committed to:				
Community Services	1,732,713	-	-	1,732,713
Infrastructure Maintenance	9,828,850	-	-	9,828,850
Public Safety	1,218,435	-	-	1,218,435
Transportation Maintenance	4,334,679	-	-	4,334,679
Total Fund Balances	51,756,522	1,666,811	320,881	53,744,214
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 64,402,860	$ 1,666,811	$ 383,362	$ 66,453,033

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2017

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	$ 29,946,629	$ -	$ -	$ 29,946,629
Permits and Fees	327,086	-	-	327,086
Franchise Fees	1,936,147	-	-	1,936,147
Special Assessments	17,828,057	-	-	17,828,057
Intergovernmental Revenues	22,609,216	60,000	254,593	22,923,809
Charges for Services	14,372,978	-	-	14,372,978
Judgments and Fines	1,280,835	-	-	1,280,835
Investment Income	271,699	46,153	1,500	319,352
Miscellaneous Revenues	2,340,866	-	-	2,340,866
Total Revenues	90,913,513	106,153	256,093	91,275,759
EXPENDITURES				
Current:				
General Government	1,642,995	-	-	1,642,995
Public Safety	29,701,652	-	-	29,701,652
Physical Environment	1,981,022	-	-	1,981,022
Transportation	29,791,019	-	78,968	29,869,987
Economic Environment	14,635,620	-	-	14,635,620
Human Services	104,474	-	-	104,474
Culture/Recreation	5,478,071	-	-	5,478,071
Court-Related	4,103,019	-	-	4,103,019
Debt Service:				
Principal Retirement	-	7,343,000	-	7,343,000
Interest and Fiscal Charges	4,550	3,954,688	-	3,959,238
Bond Issuance Costs	-	551,878	-	551,878
Capital Outlay	-	-	177,374	177,374
Total Expenditures	87,442,422	11,849,566	256,342	99,548,330
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,471,091	(11,743,413)	(249)	(8,272,571)
OTHER FINANCING SOURCES (USES)				
Transfers In	7,798,114	12,545,834	-	20,343,948
Transfers (Out)	(10,007,860)	-	-	(10,007,860)
Total Other Financing Sources and (Uses)	(2,209,746)	12,545,834	-	10,336,088
Net Change in Fund Balances	1,261,345	802,421	(249)	2,063,517
Fund Balances - Beginning	50,495,177	864,390	321,130	51,680,697
Fund Balances - Ending	$ 51,756,522	$ 1,666,811	$ 320,881	$ 53,744,214

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	Mass Transit Fund	M&A State Revenue Fund
ASSETS					
Cash and Cash Equivalents	$ 1,173,839	$ 297,244	$ 659,596	$ 878,709	$ 32,879
Investments	557,833	169,764	376,713	501,283	-
Accounts Receivable	27,050	-	239,650	413,604	-
Due from Other Funds	28,534	-	32,540	-	-
Due from Other Governments	18,266	4,014	2,005	795,808	-
Inventories	2,715	-	-	160,112	-
Assets Held for Investment	759,176	-	-	-	-
Total Assets	$ 2,567,413	$ 471,022	$ 1,310,504	$ 2,749,516	$ 32,879
LIABILITIES					
Accounts Payable	$ 15,750	$ 4,677	$ 48,050	$ 2,072,628	$ -
Contracts Payable	-	-	-	-	-
Accrued Liabilities	8,552	-	43,957	-	-
Due to Other Funds	763,118	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	43,490	-	62	1,504	260
Deposits	1,075	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	831,985	4,677	92,069	2,074,132	260
FUND BALANCES					
Nonspendable:					
Inventories	2,715	-	-	160,112	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	466,345	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	-	32,619
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	515,272	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,732,713	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,218,435	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,735,428	466,345	1,218,435	675,384	32,619
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,567,413	$ 471,022	$ 1,310,504	$ 2,749,516	$ 32,879

Continued

Tourist Promotion Fund	Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 3,371,701	$ 294,621	$ 1,971,643	$ 2,150,224	$ 732,651	$ 2,523,032	$ 765,173
1,925,666	168,265	1,017,048	1,227,313	418,437	1,440,970	437,010
-	3,116	128,373	311	-	15,127	-
138	2,752	-	-	-	185,726	-
-	771,184	-	2,178	37,635	109,844	-
-	-	68,593	-	-	-	-
-	-	-	-	-	-	-
$ 5,297,505	$ 1,239,938	$ 3,185,657	$ 3,380,026	$ 1,188,723	$ 4,274,699	$ 1,202,183
$ 1,043,169	$ 119,367	$ 83,067	$ 75,113	$ 39,247	$ 112,279	$ 26,266
-	15,590	-	-	-	-	-
5,380	5,949	8,111	147,333	65,850	27,664	21,709
-	10,151	-	-	-	42,099	-
-	-	-	-	-	-	-
-	573	1,285	3,877	4,923	649,002	-
-	-	190,867	-	-	-	-
-	139,516	-	-	-	-	-
1,048,549	291,146	283,330	226,323	110,020	831,044	47,975
-	-	68,593	-	-	-	-
-	353,702	-	-	-	3,443,655	-
-	6,383	-	-	-	-	-
-	5,965	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	2,833,734	-	-	-	-
-	-	-	-	-	-	-
-	-	-	3,153,703	-	-	-
-	-	-	-	-	-	-
-	535,133	-	-	1,078,703	-	1,154,208
-	-	-	-	-	-	-
-	34,925	-	-	-	-	-
-	-	-	-	-	-	-
4,248,956	-	-	-	-	-	-
-	12,684	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
4,248,956	948,792	2,902,327	3,153,703	1,078,703	3,443,655	1,154,208
$ 5,297,505	$ 1,239,938	$ 3,185,657	$ 3,380,026	$ 1,188,723	$ 4,274,699	$ 1,202,183

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 460,523	$ 1,121,782	$ 4,111,145	$ 263,642
Investments	263,017	640,679	-	150,573
Accounts Receivable	-	-	6,308	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	601,831	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 723,540	$ 2,364,292	$ 4,117,453	$ 414,215
LIABILITIES				
Accounts Payable	$ -	$ 273,585	$ 170,968	$ -
Contracts Payable	-	57,609	-	-
Accrued Liabilities	-	-	2,123	-
Due to Other Funds	-	-	-	56,900
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	-	18,020	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	-	2,331,194	191,111	56,900
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	357,315
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	723,540	33,098	-	-
Housing Assistance	-	-	3,926,342	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	723,540	33,098	3,926,342	357,315
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 723,540	$ 2,364,292	$ 4,117,453	$ 414,215

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
$ 841,990	$ 391,870	$ 187,973	$ 62,198	$ 2,064,810	$ 277,849	$ 36,017
480,881	223,807	107,356	35,523	1,179,268	158,687	20,570
300,000	-	-	-	-	-	24,850
-	-	1,271	-	1,594	-	-
300	72,487	-	-	35,170	309,000	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,623,171	$ 688,164	$ 296,600	$ 97,721	$ 3,280,842	$ 745,536	$ 81,437
$ 3,449	$ 156,786	$ 5,174	$ -	$ 64,418	$ 36,416	$ -
-	61,958	-	-	-	-	-
-	10,852	-	-	681,146	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	4,802	-	-
-	-	-	-	-	-	-
-	180,783	-	-	-	-	-
3,449	410,379	5,174	-	750,366	36,416	-
-	-	-	-	-	-	-
-	-	-	97,721	-	-	-
-	-	291,426	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	2,530,476	709,120	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,619,722	277,785	-	-	-	-	81,437
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,619,722	277,785	291,426	97,721	2,530,476	709,120	81,437
$ 1,623,171	$ 688,164	$ 296,600	$ 97,721	$ 3,280,842	$ 745,536	$ 81,437

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 153,476	$ 926,801	$ 6,730,820	$ 2,681,694
Investments	87,654	529,320	3,843,461	1,531,546
Accounts Receivable	10,035	-	-	15,404
Due from Other Funds	-	-	-	-
Due from Other Governments	76,779	-	-	1,340,367
Inventories	-	-	-	331,632
Assets Held for Investment	-	-	-	-
Total Assets	$ 327,944	$ 1,456,121	$ 10,574,281	$ 5,900,643
LIABILITIES				
Accounts Payable	$ 2,698	$ -	$ 208,934	$ 482,371
Contracts Payable	-	-	-	-
Accrued Liabilities	1,623	-	5,397	706,015
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	-	525,008	-
Due to Other Governments	68,360	-	6,092	21,932
Deposits	-	-	-	24,014
Unearned Revenue	-	-	-	-
Total Liabilities	72,681	-	745,431	1,234,332
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	331,632
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	255,263	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	1,456,121	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	9,828,850	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	4,334,679
Total Fund Balances	255,263	1,456,121	9,828,850	4,666,311
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 327,944	$ 1,456,121	$ 10,574,281	$ 5,900,643

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 658,784	$ 415,101	$ 2,972,145	$ 52,177	$ -	$ 39,262,109
376,249	237,075	-	-	-	18,105,968
-	-	-	-	-	1,183,828
-	-	-	-	-	252,555
5,795	-	73,974	10,151	9,384	4,276,172
-	-	-	-	-	563,052
-	-	-	-	-	759,176
$ 1,040,828	$ 652,176	$ 3,046,119	$ 62,328	$ 9,384	$ 64,402,860
$ 88,872	$ 6,762	$ 820	$ -	$ -	5,140,866
23,024	969	-	-	-	159,150
-	-	25,478	3,492	-	1,770,631
-	-	-	10,151	-	882,419
501,637	-	-	-	-	3,026,645
146	-	247,975	-	-	1,072,303
-	-	-	-	-	215,956
-	-	-	48,685	9,384	378,368
613,679	7,731	274,273	62,328	9,384	12,646,338
-	-	-	-	-	563,052
-	-	-	-	-	3,895,078
-	-	-	-	-	297,809
-	-	-	-	-	472,310
-	-	-	-	-	3,239,596
-	-	-	-	-	32,619
-	-	-	-	-	2,833,734
-	-	-	-	-	357,315
-	-	-	-	-	3,153,703
-	-	-	-	-	515,272
-	-	-	-	-	2,768,044
-	-	2,771,846	-	-	2,771,846
-	-	-	-	-	791,563
-	-	-	-	-	6,160,549
-	-	-	-	-	4,248,956
-	644,445	-	-	-	2,113,250
427,149	-	-	-	-	427,149
-	-	-	-	-	1,732,713
-	-	-	-	-	9,828,850
-	-	-	-	-	1,218,435
-	-	-	-	-	4,334,679
427,149	644,445	2,771,846	-	-	51,756,522
$ 1,040,828	$ 652,176	$ 3,046,119	$ 62,328	$ 9,384	$ 64,402,860

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, 2017

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	Mass Transit Fund	M&A State Revenue Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ 4,866,821	$ -
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	1,936,147	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	204,724	24,946	-	6,069,777	31,540
Charges for Services	462,537	-	-	1,770,717	-
Judgments and Fines	-	-	465,483	-	-
Investment Income	8,158	3,224	3,908	6,256	-
Miscellaneous Revenues	81,538	1,420	119,831	89,496	-
Total Revenues	756,957	29,590	2,525,369	12,803,067	31,540
EXPENDITURES					
Current:					
General Government	22,890	-	-	-	-
Public Safety	193,124	-	1,700,031	-	-
Physical Environment	346,306	-	-	-	-
Transportation	-	-	-	13,214,781	-
Economic Environment	-	700,518	-	-	-
Human Services	3,430	-	-	-	33,489
Culture/Recreation	47,134	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	612,884	700,518	1,700,031	13,214,781	33,489
Excess (Deficiency) of Revenues Over (Under) Expenditures	144,073	(670,928)	825,338	(411,714)	(1,949)
OTHER FINANCING SOURCES (USES)					
Transfers In	-	550,000	9,045	-	-
Transfers (Out)	-	-	(500,000)	-	-
Total Other Financing Sources and (Uses)	-	550,000	(490,955)	-	-
Net Change in Fund Balances	144,073	(120,928)	334,383	(411,714)	(1,949)
Fund Balances - Beginning	1,591,355	587,273	884,052	1,087,098	34,568
Fund Balances - Ending	$ 1,735,428	$ 466,345	$ 1,218,435	$ 675,384	$ 32,619

Continued

Tourist Promotion Fund	Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 10,598,123	$ -	$ -	$ 5,304,104	$ -	$ -	$ -
25	-	-	-	-	-	217,379
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	1,389,474	-	145,431	50,000	1,028,267	-
-	20,382	1,421,542	40,719	3,145,606	2,301,959	514,720
-	1,871	-	90,753	12,600	-	-
21,861	3,126	13,144	21,437	7,024	19,999	5,734
-	40,127	3,742	29,923	45,668	226	-
10,620,009	1,454,980	1,438,428	5,632,367	3,260,898	3,350,451	737,833
-	-	-	-	-	-	488,368
-	709,357	692,163	-	1,965,073	127,120	-
174,901	260,319	-	-	-	-	-
-	-	-	-	-	-	-
8,274,653	146,855	-	-	-	-	-
-	42,997	-	-	-	-	-
-	181,399	-	5,055,135	-	-	-
-	9,332	-	-	-	2,518,749	-
-	-	-	-	-	-	-
8,449,554	1,350,259	692,163	5,055,135	1,965,073	2,645,869	488,368
2,170,455	104,721	746,265	577,232	1,295,825	704,582	249,465
3,597	3,340	-	16,386	16,546	360,099	6,892
(3,399,009)	-	-	-	(2,968,208)	(893,000)	-
(3,395,412)	3,340	-	16,386	(2,951,662)	(532,901)	6,892
(1,224,957)	108,061	746,265	593,618	(1,655,837)	171,681	256,357
5,473,913	840,731	2,156,062	2,560,085	2,734,540	3,271,974	897,851
$ 4,248,956	$ 948,792	$ 2,902,327	$ 3,153,703	$ 1,078,703	$ 3,443,655	$ 1,154,208

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, 2017

	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	354,717	-	-	-
Intergovernmental Revenues	-	1,392,072	2,023,283	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	422,739
Investment Income	2,973	9,650	-	2,166
Miscellaneous Revenues	-	-	147,644	-
Total Revenues	357,690	1,401,722	2,170,927	424,905
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	494,403
Physical Environment	1,827	1,197,669	-	-
Transportation	-	-	-	-
Economic Environment	-	-	2,026,267	-
Human Services	-	-	-	-
Culture/Recreation	-	194,403	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	1,827	1,392,072	2,026,267	494,403
Excess (Deficiency) of Revenues Over (Under) Expenditures	355,863	9,650	144,660	(69,498)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	115	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	115	-
Net Change in Fund Balances	355,863	9,650	144,775	(69,498)
Fund Balances - Beginning	367,677	23,448	3,781,567	426,813
Fund Balances - Ending	$ 723,540	$ 33,098	$ 3,926,342	$ 357,315

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
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	108,332	-	-
-	-	-	-	-	-	-
-	-	-	-	16,456,042	-	-
-	2,740,181	-	-	21,721	1,370,509	-
-	-	17,019	-	206,000	-	-
-	-	-	-	-	-	-
15,965	3,149	1,601	544	29,871	1,850	1,241
59,383	234,674	-	-	47,270	-	21,038
75,348	2,978,004	18,620	544	16,869,236	1,372,359	22,279
-	-	-	-	-	-	-
-	-	1,273	-	16,473,294	741,008	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
15,368	3,002,210	-	-	-	-	-
-	-	24,558	-	-	-	-
-	-	-	-	-	-	-
-	-	-	6,450	-	-	-
-	-	-	-	-	-	-
15,368	3,002,210	25,831	6,450	16,473,294	741,008	-
59,980	(24,206)	(7,211)	(5,906)	395,942	631,351	22,279
-	1,875	-	-	21,631	-	-
-	(17,500)	-	-	(257,038)	(658,222)	-
-	(15,625)	-	-	(235,407)	(658,222)	-
59,980	(39,831)	(7,211)	(5,906)	160,535	(26,871)	22,279
1,559,742	317,616	298,637	103,627	2,369,941	735,991	59,158
$ 1,619,722	$ 277,785	$ 291,426	$ 97,721	$ 2,530,476	$ 709,120	$ 81,437

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, 2017

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ 9,177,581
Permits and Fees	-	-	-	1,350
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	-
Intergovernmental Revenues	436,385	-	-	4,753,345
Charges for Services	-	-	3,540,583	310,206
Judgments and Fines	-	-	-	-
Investment Income	1,928	7,850	53,905	14,330
Miscellaneous Revenues	86,223	-	6,733	1,325,800
Total Revenues	524,536	7,850	3,601,221	15,582,612
EXPENDITURES				
Current:				
General Government	-	-	1,084,049	-
Public Safety	-	-	-	6,413,285
Physical Environment	-	-	-	-
Transportation	-	-	-	15,373,468
Economic Environment	469,749	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	469,749	-	1,084,049	21,786,753
Excess (Deficiency) of Revenues Over (Under) Expenditures	54,787	7,850	2,517,172	(6,204,141)
OTHER FINANCING SOURCES (USES)				
Transfers In	88	-	3,598	6,797,463
Transfers (Out)	-	-	(1,314,883)	-
Total Other Financing Sources and (Uses)	88	-	(1,311,285)	6,797,463
Net Change in Fund Balances	54,875	7,850	1,205,887	593,322
Fund Balances - Beginning	200,388	1,448,271	8,622,963	4,072,989
Fund Balances - Ending	$ 255,263	$ 1,456,121	$ 9,828,850	$ 4,666,311

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ -	$ 29,946,629
-	-	-	-	-	327,086
-	-	-	-	-	1,936,147
885,879	131,419	-	-	-	17,828,057
-	-	765,227	122,128	40,206	22,609,216
-	-	620,988	-	-	14,372,978
-	-	217,996	69,393	-	1,280,835
7,234	3,528	-	-	43	271,699
-	-	130	-	-	2,340,866
893,113	134,947	1,604,341	191,521	40,249	90,913,513
-	-	-	-	47,688	1,642,995
-	-	-	191,521	-	29,701,652
-	-	-	-	-	1,981,022
1,037,155	165,615	-	-	-	29,791,019
-	-	-	-	-	14,635,620
-	-	-	-	-	104,474
-	-	-	-	-	5,478,071
-	-	1,568,488	-	-	4,103,019
4,550	-	-	-	-	4,550
1,041,705	165,615	1,568,488	191,521	47,688	87,442,422
(148,592)	(30,668)	35,853	-	(7,439)	3,471,091
-	-	-	-	7,439	7,798,114
-	-	-	-	-	(10,007,860)
-	-	-	-	7,439	(2,209,746)
(148,592)	(30,668)	35,853	-	-	1,261,345
575,741	675,113	2,735,993	-	-	50,495,177
$ 427,149	$ 644,445	$ 2,771,846	$ -	$ -	$ 51,756,522

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 199,858	$ 204,724	$ 4,866
Charges for Services	433,771	462,537	28,766
Investment Income	-	8,158	8,158
Miscellaneous Revenues	121,867	81,538	(40,329)
Total Revenues	755,496	756,957	1,461
EXPENDITURES			
Current:			
General Government	181,471	22,890	158,581
Public Safety	814,153	193,124	621,029
Physical Environment	1,791,913	346,306	1,445,607
Transportation	5,337	-	5,337
Human Services	37,249	3,430	33,819
Culture and Recreation	168,419	47,134	121,285
Total Expenditures	2,998,542	612,884	2,385,658
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,243,046)	144,073	2,387,119
OTHER FINANCING SOURCES (USES)			
Transfers In	763,118	-	(763,118)
Total Other Financing Sources and (Uses)	763,118	-	(763,118)
Net Change in Fund Balance	(1,479,928)	144,073	1,624,001
Fund Balance - Beginning	1,479,928	1,591,355	111,427
Fund Balance - Ending	$ -	$ 1,735,428	$ 1,735,428

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ 24,946	$ 24,946
Investment Income	-	3,224	3,224
Miscellaneous Revenues	-	1,420	1,420
Total Revenues	-	29,590	29,590
EXPENDITURES			
Current:			
Economic Environment	1,137,273	700,518	436,755
Total Expenditures	1,137,273	700,518	436,755
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,137,273)	(670,928)	466,345
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	(587,273)	(120,928)	466,345
Fund Balance - Beginning	587,273	587,273	-
Fund Balance - Ending	$ -	$ 466,345	$ 466,345

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 1,936,147	$ 273,647
Judgments and Fines	199,500	465,483	265,983
Investment Income	-	3,908	3,908
Miscellaneous Revenues	57,000	119,831	62,831
Total Revenues	1,919,000	2,525,369	606,369
EXPENDITURES			
Current:			
Public Safety	2,812,097	1,700,031	1,112,066
Total Expenditures	2,812,097	1,700,031	1,112,066
Excess (Deficiency) of Revenues Over (Under) Expenditures	(893,097)	825,338	1,718,435
OTHER FINANCING SOURCES (USES)			
Transfers In	9,045	9,045	-
Transfers (Out)	-	(500,000)	(500,000)
Total Other Financing Sources and (Uses)	9,045	(490,955)	(500,000)
Net Change in Fund Balance	(884,052)	334,383	1,218,435
Fund Balance - Beginning	884,052	884,052	-
Fund Balance - Ending	$ -	$ 1,218,435	$ 1,218,435

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 4,460,300	$ 4,866,821	$ 406,521
Intergovernmental	7,216,126	6,069,777	(1,146,349)
Charges for Service	1,715,700	1,770,717	55,017
Investment Income	-	6,256	6,256
Miscellaneous Revenues	-	89,496	89,496
Total Revenues	13,392,126	12,803,067	(589,059)
EXPENDITURES			
Current:			
Transportation	13,392,126	13,214,781	177,345
Total Expenditures	13,392,126	13,214,781	177,345
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(411,714)	(411,714)
Net Change in Fund Balance	-	(411,714)	(411,714)
Fund Balance - Beginning	-	1,087,098	1,087,098
Fund Balance - Ending	$ -	$ 675,384	$ 675,384

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 33,540	$ 31,540	$ (2,000)
Total Revenues	33,540	31,540	(2,000)
EXPENDITURES			
Current:			
Human Services	68,108	33,489	34,619
Total Expenditures	68,108	33,489	34,619
Excess (Deficiency) of Revenues Over (Under) Expenditures	(34,568)	(1,949)	32,619
Net Change in Fund Balance	(34,568)	(1,949)	32,619
Fund Balance - Beginning	34,568	34,568	-
Fund Balance - Ending	$ -	$ 32,619	$ 32,619

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,456,763	$ 10,598,123	$ 2,141,360
Permits and Fees	-	25	25
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	21,861	21,861
Total Revenues	8,490,264	10,620,009	2,129,745
EXPENDITURES			
Current:			
Physical Environment	177,952	174,901	3,051
Economic Environment	10,369,025	8,274,653	2,094,372
Total Expenditures	10,546,977	8,449,554	2,097,423
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,056,713)	2,170,455	4,227,168
OTHER FINANCING SOURCES (USES)			
Transfer In	3,597	3,597	-
Transfers (Out)	(3,399,009)	(3,399,009)	-
Total Other Financing Sources and (Uses)	(3,395,412)	(3,395,412)	-
Net Change in Fund Balance	(5,452,125)	(1,224,957)	4,227,168
Fund Balance - Beginning	5,452,125	5,473,913	21,788
Fund Balance - Ending	$ -	$ 4,248,956	$ 4,248,956

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,082,931	$ 1,389,474	$ (3,693,457)
Charges for Services	-	20,382	20,382
Judgments and Fines	-	1,871	1,871
Investment Income	-	3,126	3,126
Miscellaneous Revenues	128,029	40,127	(87,902)
Total Revenues	5,210,960	1,454,980	(3,755,980)
EXPENDITURES			
Current:			
General Government	72,713	-	72,713
Public Safety	1,493,812	709,357	784,455
Physical Environment	1,852,288	260,319	1,591,969
Transportation	-	-	-
Economic Environment	871,795	146,855	724,940
Human Services	50,225	42,997	7,228
Culture and Recreation	595,262	181,399	413,863
Court-Related	357,918	9,332	348,586
Total Expenditures	5,294,013	1,350,259	3,943,754
Excess (Deficiency) of Revenues Over (Under) Expenditures	(83,053)	104,721	187,774
OTHER FINANCING SOURCES (USES)			
Transfers In	3,340	3,340	-
Total Other Financing Sources and (Uses)	3,340	3,340	-
Net Change in Fund Balance	(79,713)	108,061	187,774
Fund Balance - Beginning	79,713	840,731	761,018
Fund Balance - Ending	$ -	$ 948,792	$ 948,792

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 902,500	$ 1,421,542	$ 519,042
Investment Income	-	13,144	13,144
Miscellaneous Revenues	-	3,742	3,742
Total Revenues	902,500	1,438,428	535,928
EXPENDITURES			
Current:			
Public Safety	3,058,563	692,163	2,366,400
Total Expenditures	3,058,563	692,163	2,366,400
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,156,063)	746,265	2,902,328
Net Change in Fund Balance	(2,156,063)	746,265	2,902,328
Fund Balance - Beginning	2,156,063	2,156,062	(1)
Fund Balance - Ending	$ -	$ 2,902,327	$ 2,902,327

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 5,260,218	$ 5,304,104	$ 43,886
Intergovernmental Revenues	122,746	145,431	22,685
Charges for Services	-	40,719	40,719
Judgments and Fines	109,250	90,753	(18,497)
Investment Income	-	21,437	21,437
Miscellaneous Revenues	75,930	29,923	(46,007)
Total Revenues	5,568,144	5,632,367	64,223
EXPENDITURES			
Current:			
Culture and Recreation	8,071,185	5,055,135	3,016,050
Total Expenditures	8,071,185	5,055,135	3,016,050
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,503,041)	577,232	3,080,273
OTHER FINANCING SOURCES (USES)			
Transfers In	16,386	16,386	-
Total Other Financing Sources and (Uses)	16,386	16,386	-
Net Change in Fund Balance	(2,486,655)	593,618	3,080,273
Fund Balance - Beginning	2,486,655	2,560,085	73,430
Fund Balance - Ending	$ -	$ 3,153,703	$ 3,153,703

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 50,000	$ 50,000	$ -
Charges for Services	2,817,190	3,145,606	328,416
Judgements and Fines	11,400	12,600	1,200
Investment Income	-	7,024	7,024
Miscellaneous Revenue	46,360	45,668	(692)
Total Revenues	2,924,950	3,260,898	335,948
EXPENDITURES			
Current:			
Public Safety	5,676,036	1,965,073	3,710,963
Total Expenditures	5,676,036	1,965,073	3,710,963
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,751,086)	1,295,825	4,046,911
OTHER FINANCING SOURCES (USES)			
Transfers In	16,546	16,546	-
Transfers (Out)	-	(2,968,208)	(2,968,208)
Total Other Financing Sources and (Uses)	16,546	(2,951,662)	(2,968,208)
Net Change in Fund Balance	(2,734,540)	(1,655,837)	1,078,703
Fund Balance - Beginning	2,734,540	2,734,540	-
Fund Balance - Ending	$ -	$ 1,078,703	$ 1,078,703

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 1,137,661	$ 1,028,267	$ (109,394)
Charges for Services	1,810,225	2,301,959	491,734
Investment Income	-	19,999	19,999
Miscellaneous Revenues	-	226	226
Total Revenues	2,947,886	3,350,451	402,566
EXPENDITURES			
Current:			
Public Safety	773,204	127,120	646,084
Court-Related	6,481,784	2,518,749	3,963,035
Total Expenditures	7,254,988	2,645,869	4,609,119
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,307,103)	704,582	5,011,685
OTHER FINANCING SOURCES (USES)			
Transfers In	360,099	360,099	-
Transfers (Out)	-	(893,000)	(893,000)
Total Other Financing Sources and (Uses)	360,099	(532,901)	(893,000)
Net Change in Fund Balance	(3,947,004)	171,681	4,118,685
Fund Balance - Beginning	3,947,004	3,271,974	(675,030)
Fund Balance - Ending	$ -	$ 3,443,655	$ 3,443,655

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 164,350	$ 217,379	$ 53,029
Charges for Services	337,250	514,720	177,470
Investment Income	-	5,734	5,734
Total Revenues	501,600	737,833	236,233
EXPENDITURES			
Current:			
General Government	1,406,343	488,368	917,975
Total Expenditures	1,406,343	488,368	917,975
Excess (Deficiency) of Revenues Over (Under) Expenditures	(904,743)	249,465	1,154,208
OTHER FINANCING SOURCES (USES)			
Transfers In	6,892	6,892	-
Total Other Financing Sources and (Uses)	6,892	6,892	-
Net Change in Fund Balance	(897,851)	256,357	1,154,208
Fund Balance - Beginning	897,851	897,851	-
Fund Balance - Ending	$ -	$ 1,154,208	$ 1,154,208

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 3,000	$ 354,717	$ 351,717
Investment Income	-	2,973	2,973
Total Revenues	3,000	357,690	354,690
EXPENDITURES			
Current:			
Physical Environment	367,677	1,827	365,850
Total Expenditures	367,677	1,827	365,850
Excess (Deficiency) of Revenues Over (Under) Expenditures	(364,677)	355,863	720,540
Net Change in Fund Balance	(364,677)	355,863	720,540
Fund Balance - Beginning	364,677	367,677	3,000
Fund Balance - Ending	$ -	$ 723,540	$ 723,540

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 16,382,147	$ 1,392,072	$ (14,990,075)
Investment Income	-	9,650	9,650
Total Revenues	16,382,147	1,401,722	(14,980,425)
EXPENDITURES			
Current:			
Physical Environment	12,180,159	1,197,669	10,982,490
Culture/Recreation	4,201,988	194,403	4,007,585
Total Expenditures	16,382,147	1,392,072	14,990,075
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	9,650	9,650
Net Change in Fund Balance	-	9,650	9,650
Fund Balance - Beginning	-	23,448	23,448
Fund Balance - Ending	$ -	$ 33,098	$ 33,098

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,497,745	$ 2,023,283	$ (3,474,462)
Miscellaneous Revenues	100,000	147,644	47,644
Total Revenues	5,597,745	2,170,927	(3,426,818)
EXPENDITURES			
Current:			
Economic Environment	5,597,860	2,026,267	3,571,593
Total Expenditures	5,597,860	2,026,267	3,571,593
Excess (Deficiency) of Revenues Over (Under) Expenditures	(115)	144,660	144,775
OTHER FINANCING SOURCES (USES)			
Transfers (In)	115	115	-
Total Other Financing Sources and (Uses)	115	115	-
Net Change in Fund Balance	-	144,775	144,775
Fund Balance - Beginning	-	3,781,567	3,781,567
Fund Balance - Ending	$ -	$ 3,926,342	$ 3,926,342

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 371,181	$ 422,739	$ 51,558
Investment Income	-	2,166	2,166
Miscellaneous Revenues	-	-	-
Total Revenues	371,181	424,905	53,724
EXPENDITURES			
Current:			
Public Safety	797,995	494,403	303,592
Total Expenditures	797,995	494,403	303,592
Excess (Deficiency) of Revenues Over (Under) Expenditures	(426,814)	(69,498)	357,316
Net Change in Fund Balance	(426,814)	(69,498)	357,316
Fund Balance - Beginning	426,814	426,813	(1)
Fund Balance - Ending	$ -	$ 357,315	$ 357,315

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	$ -	$ -
Investment Income	9,000	15,965	6,965
Miscellaneous Revenues	30,000	59,383	29,383
Total Revenues	39,000	75,348	36,348
EXPENDITURES			
Current:			
Economic Environment	1,566,613	15,368	1,551,245
Total Expenditures	1,566,613	15,368	1,551,245
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,527,613)	59,980	1,587,593
Net Change in Fund Balance	(1,527,613)	59,980	1,587,593
Fund Balance - Beginning	1,527,613	1,559,742	32,129
Fund Balance - Ending	$ -	$ 1,619,722	$ 1,619,722

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,289,723	$ 2,740,181	$ (2,549,542)
Investment Income	-	3,149	3,149
Miscellaneous Revenues	354,141	234,674	(119,467)
Total Revenues	5,643,864	2,978,004	(2,665,860)
EXPENDITURES			
Current:			
Economic Environment	5,628,239	3,002,210	2,626,029
Total Expenditures	5,628,239	3,002,210	2,626,029
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,625	(24,206)	(39,831)
OTHER FINANCING SOURCES (USES)			
Transfers In	1,875	1,875	-
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(15,625)	(15,625)	-
Net Change in Fund Balance	-	(39,831)	(39,831)
Fund Balance - Beginning	-	317,616	317,616
Fund Balance - Ending	$ -	$ 277,785	$ 277,785

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 14,250	$ 17,019	$ 2,769
Investment Income	-	1,601	1,601
Total Revenues	14,250	18,620	4,370
EXPENDITURES			
Current:			
Public Safety	104,320	1,273	103,047
Human Services	208,567	24,558	184,009
Total Expenditures	312,887	25,831	287,056
Excess (Deficiency) of Revenues Over (Under) Expenditures	(298,637)	(7,211)	291,426
Net Change in Fund Balance	(298,637)	(7,211)	291,426
Fund Balance - Beginning	298,637	298,637	-
Fund Balance - Ending	$ -	$ 291,426	$ 291,426

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 544	$ 544
Total Revenues	-	544	544
EXPENDITURES			
Current:			
Court-Related	103,627	6,450	97,177
Total Expenditures	103,627	6,450	97,177
Excess (Deficiency) of Revenues Over (Under) Expenditures	(103,627)	(5,906)	97,721
Net Change in Fund Balance	(103,627)	(5,906)	97,721
Fund Balance - Beginning	103,627	103,627	-
Fund Balance - Ending	$ -	$ 97,721	$ 97,721

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 66,500	$ 108,332	$ 41,832
Special Assessments	15,527,972	16,456,042	928,070
Intergovernmental Revenues	19,000	21,721	2,721
Charges for Services	195,700	206,000	10,300
Investment Income	38,000	29,871	(8,129)
Miscellaneous Revenues	-	47,270	47,270
Total Revenues	15,847,172	16,869,236	1,022,064
EXPENDITURES			
Current:			
Public Safety	17,981,706	16,473,294	1,508,412
Total Expenditures	17,981,706	16,473,294	1,508,412
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,134,534)	395,942	2,530,476
OTHER FINANCING SOURCES (USES)			
Transfers In	21,631	21,631	-
Transfers (Out)	(257,038)	(257,038)	-
Total Other Financing Sources and (Uses)	(235,407)	(235,407)	-
Net Change in Fund Balance	(2,369,941)	160,535	2,530,476
Fund Balance - Beginning	2,369,941	2,369,941	-
Fund Balance - Ending	$ -	$ 2,530,476	$ 2,530,476

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,344,250	$ 1,370,509	$ 26,259
Investment Income	-	1,850	1,850
Total Revenues	1,344,250	1,372,359	28,109
EXPENDITURES			
Current:			
Public Safety	1,422,019	741,008	681,011
Total Expenditures	1,422,019	741,008	681,011
Excess (Deficiency) of Revenues Over (Under) Expenditures	(77,769)	631,351	709,120
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	(735,991)	(26,871)	709,120
Fund Balance - Beginning	735,991	735,991	-
Fund Balance - Ending	$ -	$ 709,120	$ 709,120

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDGB HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 48,000	$ -	$ (48,000)
Investment Income	2,000	1,241	(759)
Miscellaneous Revenues	-	21,038	21,038
Total Revenues	50,000	22,279	(27,721)
EXPENDITURES			
Current:			
Economic Environment	109,159	-	109,159
Total Expenditures	109,159	-	109,159
Excess (Deficiency) of Revenues Over (Under) Expenditures	(59,159)	22,279	81,438
Net Change in Fund Balance	(59,159)	22,279	81,438
Fund Balance - Beginning	59,159	59,158	(1)
Fund Balance - Ending	$ -	$ 81,437	$ 81,437

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,140,932	$ 436,385	$ (2,704,547)
Investment Income	-	1,928	1,928
Miscellaneous Revenues	85,000	86,223	1,223
Total Revenues	3,225,932	524,536	(2,701,396)
EXPENDITURES			
Current:			
Economic Environment	3,226,020	469,749	2,756,271
Total Expenditures	3,226,020	469,749	2,756,271
Excess (Deficiency) of Revenues Over (Under) Expenditures	(88)	54,787	54,875
OTHER FINANCING SOURCES (USES)			
Transfers In	88	88	-
Total Other Financing Sources and (Uses)	88	88	-
Net Change in Fund Balance	-	54,875	54,875
Fund Balance - Beginning	-	200,388	200,388
Fund Balance - Ending	$ -	$ 255,263	$ 255,263

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SOUTHWEST SECTOR ROAD PROJECT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 791,090	$ -	$ (791,090)
Investment Income	-	7,850	7,850
Total Revenues	791,090	7,850	(783,240)
EXPENDITURES			
Current:			
Transportation	1,448,271	-	1,448,271
Total Expenditures	1,448,271	-	1,448,271
Excess (Deficiency) of Revenues Over (Under) Expenditures	(657,181)	7,850	665,031
Net Change in Fund Balance	(657,181)	7,850	665,031
Fund Balance - Beginning	657,181	1,448,271	791,090
Fund Balance - Ending	$ -	$ 1,456,121	$ 1,456,121

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 3,301,250	$ 3,540,583	$ 239,333
Investment Income	-	53,905	53,905
Miscellaneous Revenues	-	6,733	6,733
Total Revenues	3,301,250	3,601,221	299,971
EXPENDITURES			
Current:			
General Government	7,052,873	1,084,049	5,968,824
Total Expenditures	7,052,873	1,084,049	5,968,824
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,751,623)	2,517,172	6,268,795
OTHER FINANCING SOURCES			
Transfers In	3,598	3,598	-
Transfers (Out)	(1,321,715)	(1,314,883)	6,832
Total Other Financing Sources	(1,318,117)	(1,311,285)	6,832
Net Change in Fund Balance	(5,069,740)	1,205,887	6,275,627
Fund Balance - Beginning	5,069,740	8,622,963	3,553,223
Fund Balance - Ending	$ -	$ 9,828,850	$ 9,828,850

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,051,250	$ 9,177,581	$ 1,126,331
Permits and Fees	-	1,350	1,350
Intergovernmental Revenues	4,371,480	4,753,345	381,865
Charges for Services	210,900	310,206	99,306
Investment Income	-	14,330	14,330
Miscellaneous Revenues	1,005,668	1,325,800	320,132
Total Revenues	13,639,298	15,582,612	1,943,314
EXPENDITURES			
Current:			
Public Safety	6,867,804	6,413,285	454,519
Transportation	17,390,119	15,373,468	2,016,651
Total Expenditures	24,257,923	21,786,753	2,471,170
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,618,625)	(6,204,141)	4,414,484
OTHER FINANCING SOURCES			
Transfers In	6,797,463	6,797,463	-
Total Other Financing Sources	6,797,463	6,797,463	-
Net Change in Fund Balance	(3,821,162)	593,322	4,414,484
Fund Balance - Beginning	3,821,162	4,072,989	251,827
Fund Balance - Ending	$ -	$ 4,666,311	$ 4,666,311

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 1,097,297	$ 885,879	$ (211,418)
Investment Income	-	7,234	7,234
Total Revenues	1,097,297	893,113	(204,184)
EXPENDITURES			
Current:			
Transportation	1,606,528	1,037,155	569,373
Debt Service			
Principal Retirement	51,642	-	51,642
Interest and Fiscal Charges	20,142	4,550	15,592
Total Expenditures	1,678,312	1,041,705	636,607
Excess (Deficiency) of Revenues Over (Under) Expenditures	(581,015)	(148,592)	432,423
Net Change in Fund Balance	(581,015)	(148,592)	432,423
Fund Balance - Beginning	581,015	575,741	(5,274)
Fund Balance - Ending	$ -	$ 427,149	$ 427,149

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 542,933	$ 131,419	$ (411,514)
Investment Income	-	3,528	3,528
Total Revenues	542,933	134,947	(407,986)
EXPENDITURES			
Current:			
Transportation	774,767	165,615	609,152
Total Expenditures	774,767	165,615	609,152
Excess (Deficiency) of Revenues Over (Under) Expenditures	(231,834)	(30,668)	201,166
Net Change in Fund Balance	(231,834)	(30,668)	201,166
Fund Balance - Beginning	231,834	675,113	443,279
Fund Balance - Ending	$ -	$ 644,445	$ 644,445

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 765,227	$ 765,227	$ -
Charges for Services	529,100	620,988	91,888
Judgments and Fines	217,996	217,996	-
Miscellaneous Revenues	-	130	130
Total Revenues	1,512,323	1,604,341	92,018
EXPENDITURES			
Current:			
Court-Related	1,722,031	1,568,488	153,543
Total Expenditures	1,722,031	1,568,488	153,543
Excess (Deficiency) of Revenues Over (Under) Expenditures	(209,708)	35,853	245,561
Net Change in Fund Balance	(209,708)	35,853	245,561
Fund Balance - Beginning	209,708	2,735,993	2,526,285
Fund Balance - Ending	$ -	$ 2,771,846	$ 2,771,846

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 136,990	$ 122,128	$ (14,862)
Judgments and Fines	69,393	69,393	-
Total Revenues	206,383	191,521	(14,862)
EXPENDITURES			
Current:			
Public Safety	206,383	191,521	14,862
Total Expenditures	206,383	191,521	14,862
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, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 49,590	$ 40,206	$ (9,384)
Investment Income	-	43	43
Total Revenues	49,590	40,249	(9,341)
EXPENDITURES			
Current:			
General Government	57,029	47,688	9,341
Total Expenditures	57,029	47,688	9,341
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,439)	(7,439)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	7,439	7,439	-
Total Other Financing Sources and (Uses)	7,439	7,439	-
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, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	9,375	46,153	36,778
Miscellaneous	2,292,147	-	(2,292,147)
Total Revenues	2,301,522	106,153	(2,195,369)
EXPENDITURES			
Debt Service			
Principal Retirement	7,691,996	7,343,000	348,996
Interest and Fiscal Charges	4,790,989	3,954,688	836,301
Bond Issuance Cost	562,302	551,878	10,424
Total Expenditures	13,045,287	11,849,566	1,195,721
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,743,765)	(11,743,413)	(999,648)
OTHER FINANCING SOURCES (USES)			
Transfers In	10,743,765	12,545,834	1,802,069
Total Other Financing Sources and (Uses)	10,743,765	12,545,834	1,802,069
Net Change in Fund Balance	-	802,421	802,421
Fund Balance - Beginning	-	864,390	864,390
Fund Balance - Ending	$ -	$ 1,666,811	$ 1,666,811

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - CAPITAL PROJECTS FUNDS
September 30, 2017

	Federal Transit Administration Fund	New Road Construction Fund	Total Nonmajor Capital Projects Funds
ASSETS			
Cash and Cash Equivalents	$ 161,842	$ -	$ 161,842
Investments	92,432	-	92,432
Special Assessments Receivable	-	-	-
Due from Other Funds	-	-	-
Due from Other Governments	129,088	-	129,088
Total Assets	383,362	-	383,362
LIABILITIES			
Accounts Payable	37,842	-	37,842
Due to Other Governments	8,133	-	8,133
Unearned Revenue	16,506	-	16,506
Total Liabilities	62,481	-	62,481
FUND BALANCES			
Restricted for:			
Mass Transit Capital	320,881	-	320,881
Road Construction	-	-	-
Total Fund Balances	320,881	-	320,881
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 383,362	$ -	$ 383,362

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - CAPITAL PROJECTS FUNDS
For the Year Ended September 30, 2017

	Federal Transit Administration Fund	New Road Construction Fund	Total Nonmajor Capital Projects Funds
REVENUES			
Intergovernmental Revenues	$ 254,593	$ -	$ 254,593
Investment Income	1,500	-	1,500
Miscellaneous Revenues	-	-	-
Total Revenues	256,093	-	256,093
EXPENDITURES			
Current:			
Transportation	78,968	-	78,968
Capital Outlay	176,826	548	177,374
Total Expenditures	255,794	548	256,342
Excess (Deficiency) of Revenues Over (Under) Expenditures	299	(548)	(249)
Net Change in Fund Balances	299	(548)	(249)
Fund Balances - Beginning	320,582	548	321,130
Fund Balances - Ending	$ 320,881	$ -	$ 320,881

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FEDERAL TRANSIT ADMINISTRATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,334,585	$ 254,593	$ (3,079,992)
Investment Income	-	1,500	1,500
Total Revenues	3,334,585	256,093	(3,078,492)
EXPENDITURES			
Current:			
Transportation	548,849	78,968	469,881
Capital Outlay	2,785,736	176,826	2,608,910
Total Expenditures	3,334,585	255,794	3,078,791
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	299	299
Net Change in Fund Balance	-	299	299
Fund Balance - Beginning	-	320,582	320,582
Fund Balance - Ending	$ -	$ 320,881	$ 320,881

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
NEW ROAD CONSTRUCTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ -	$ -
Total Revenues	-	-	-
EXPENDITURES			
Capital Outlay	548	548	-
Total Expenditures	548	548	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(548)	(548)	-
Net Change in Fund Balance	(548)	(548)	-
Fund Balance - Beginning	548	548	-
Fund Balance - Ending	$ -	$ -	$ -

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, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,002,367	$ 1,682,097	$ 3,684,464
Restricted Assets Available for Current Liabilities	286,489	-	286,489
Investments	1,306,826	268,047	1,574,873
Accounts Receivable, Net of Allowance for Uncollectable Accounts	-	201,982	201,982
Inventories	-	48,687	48,687
Prepaid Items	-	556	556
Total Current Assets	3,595,682	2,201,369	5,797,051
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	286,489	-	286,489
Less: Portion Classified as Current	(286,489)	-	(286,489)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,847,788	25,847,788
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	476,100	2,181,040	2,657,140
Less: Accumulated Depreciation	(298,751)	(26,209,335)	(26,508,086)
Total Capital Assets (Net)	177,349	4,913,956	5,091,305
Total Noncurrent Assets	177,349	4,913,956	5,091,305
Total Assets	3,773,031	7,115,325	10,888,356
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	795,663	-	795,663
Total deferred outflow of resources	795,663	-	795,663

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION - Continued
NONMAJOR PROPRIETARY FUNDS
September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	6,755	599,837	606,592
Accrued Liabilities	90,691	-	90,691
Compensated Absences Payable	33,013	-	33,013
Due to Other Governments	4,240	7,162	11,402
Deposits	21,849	563	22,412
Other Current liabilities	-	1,485,713	1,485,713
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	286,489	-	286,489
Total Current Liabilities	443,037	2,093,275	2,536,312
Noncurrent Liabilities:			
Compensated Absences Payable	297,660	-	297,660
Other Post Employment Benefits	99,915	-	99,915
Net Pension Liability Proportionate Share	1,610,399	-	1,610,399
Total Noncurrent Liabilities	2,007,974	-	2,007,974
Total Liabilities	2,451,011	2,093,275	4,544,286
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	148,069	-	148,069
Total deferred inflow of resources	148,069	-	148,069
NET POSITION			
Net Investment in Capital Assets	177,349	4,913,956	5,091,305
Unrestricted	1,792,265	108,094	1,900,359
Total Net Position	$ 1,969,614	$ 5,022,050	$ 6,991,664

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Operating Revenues:			
Charges for Services	$ 2,622,138	$ 4,564,426	$ 7,186,564
Miscellaneous Revenues	30,399	8,585	38,984
Total Operating Revenues	2,652,537	4,573,011	7,225,548
Operating Expenses:			
Personal Services	2,017,817	-	2,017,817
Contracted Services	-	5,969,960	5,969,960
Supplies and Materials	34,767	-	34,767
Repairs and Maintenance	130,946	-	130,946
Other Services and Charges	277,507	77,585	355,092
Depreciation	33,847	788,411	822,258
Premiums/Claims Expense	5,236	170,182	175,418
Total Operating Expenses	2,500,120	7,006,138	9,506,258
Operating Income (Loss)	152,417	(2,433,127)	(2,280,710)
Nonoperating Revenues (Expenses):			
Investment Income	16,569	1,349	17,918
Gain (Loss) on Disposal of Capital Assets	-	-	-
Total Nonoperating Revenues (Expenses)	16,569	1,349	17,918
Income Before Transfers and Contributions	168,986	(2,431,778)	(2,262,792)
Transfer In	15,238	1,300,000	1,315,238
Capital Contributions	-	154,650	154,650
Change in Net Position	184,224	(977,128)	(792,904)
Net Position - Beginning	1,785,390	5,999,178	7,784,568
Net Position - Ending	$ 1,969,614	$ 5,022,050	$ 6,991,664

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 2,658,944	$ 4,296,679	$ 6,955,623
Payments to suppliers	(448,981)	(6,195,665)	(6,644,646)
Payments to employees	(1,870,709)	-	(1,870,709)
Net Cash Provided (Used) by Operating Activities	339,254	(1,898,986)	(1,559,732)
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	15,238	1,300,000	1,315,238
Net Cash Provided (Used) by Noncapital Financing Activities	15,238	1,300,000	1,315,238
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(1,066)	29,681	28,615
Proceeds from disposal of capital assets	-	-	-
Net Cash (Used) by Capital and Related Financing Activities	(1,066)	29,681	28,615
Cash Flows from Investing Activities			
Sale (purchase) of investments	46,030	22,096	68,126
Interest received	16,569	1,349	17,918
Net Cash Provided (Used) by Investing Activities	62,599	23,445	86,044
Net Increase (Decrease) in Cash and Cash Equivalents	416,025	(545,860)	(129,835)
Cash and cash equivalents at beginning of year	1,872,831	2,227,957	4,100,788
Cash and cash equivalents at end of year	$ 2,288,856	$ 1,682,097	$ 3,970,953
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,002,367	$ 1,682,097	$ 3,684,464
Current restricted assets	286,489	-	286,489
Total Cash and Cash Equivalents	$ 2,288,856	$ 1,682,097	$ 3,970,953

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	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)	$ 152,417	$ (2,433,127)	$ (2,280,710)
Depreciation	33,847	788,411	822,258
Change in Assets and Liabilities:			
Accounts receivable	372	(104,466)	(104,094)
Inventories	-	20,679	20,679
Prepaids	-	(21)	(21)
Accounts payable	(4,765)	11,717	6,952
Contracts payable	-	-	-
Accrued liabilities	(3,787)	-	(3,787)
Due to other governments	4,240	(10,313)	(6,073)
Customer deposits	6,035	563	6,598
Other current liabilities	-	(172,429)	(172,429)
Compensated absences	20,682	-	20,682
Post employment benefits	7,972	-	7,972
Net pension liability proportionate share and related deferred outflows/inflows of resources	122,241	-	122,241
Claims payable	-	-	-
Total Adjustments	186,837	534,141	720,978
Net Cash Provided (Used) by Operating Activities	$ 339,254	$ (1,898,986)	$ (1,559,732)
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 154,650	$ 154,650

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, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 9,156,488	$ 687,817	$ 9,844,305
Investments	5,169,795	-	5,169,795
Accounts Receivable, Net of Allowance for Uncollectable Accounts	761,639	-	761,639
Due from Other Funds	873,842	-	873,842
Due from Other Governments	112,441	-	112,441
Inventories	305,933	-	305,933
Total Current Assets	16,380,138	687,817	17,067,955
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	275,443	-	275,443
Less: Accumulated Depreciation	(959,052)	-	(959,052)
Total Capital Assets (Net)	653,328	-	653,328
Total Noncurrent Assets	653,328	-	653,328
Total Assets	17,033,466	687,817	17,721,283
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	347,846	-	347,846
Total deferred outflow of resources	347,846	-	347,846

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,225,739	-	2,225,739
Accrued Liabilities	49,630	-	49,630
Compensated Absences Payable	28,233	68,782	97,015
Estimated Claims Payable	2,732,972	-	2,732,972
Due to Other Funds	-	-	-
Due to Other Governments	325,725	-	325,725
Deposits	556	-	556
Total Current Liabilities	5,362,855	68,782	5,431,637
Noncurrent Liabilities:			
Compensated Absences Payable	254,845	619,035	873,880
Other Post Employment Benefits	62,098	-	62,098
Net Pension Liability	706,564	-	706,564
Estimated Claims Payable	7,052,492	-	7,052,492
Total Noncurrent Liabilities	8,075,999	619,035	8,695,034
Total Liabilities	13,438,854	687,817	14,126,671
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	67,384	-	67,384
Total deferred inflow of resources	67,384	-	67,384
NET POSITION			
Net Investment in Capital Assets	653,328	-	653,328
Unrestricted	3,221,746	-	3,221,746
Total Net Position	$ 3,875,074	$ -	$ 3,875,074

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Total
Operating Revenues:			
Charges for Services	$ 31,972,387	$ 381,697	$ 32,354,084
Miscellaneous Revenues	-	-	-
Total Operating Revenues	31,972,387	381,697	32,354,084
Operating Expenses:			
Personal Services	1,206,635	381,697	1,588,332
Claims Incurrred and Changes in Estimate	7,807,557	-	7,807,557
Repairs and Maintenance	72,913	-	72,913
Other Services and Charges	4,164,470	-	4,164,470
Depreciation	70,303	-	70,303
Premiums/Claims Expense	27,260,387	-	27,260,387
Total Operating Expenses	40,582,265	381,697	40,963,962
Operating Income (Loss)	(8,609,878)	-	(8,609,878)
Nonoperating Revenues (Expenses):			
Investment Income	76,787	-	76,787
Total Nonoperating Revenues (Expenses)	76,787	-	76,787
Income Before Transfers and Contributions	(8,533,091)	-	(8,533,091)
Transfer In	2,425,000	-	2,425,000
Transfer (Out)	(1,589,725)	-	(1,589,725)
Change in Net Position	(7,697,816)	-	(7,697,816)
Net Position - Beginning	11,572,890	-	11,572,890
Net Position - Ending	$ 3,875,074	$ -	$ 3,875,074

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 4,968,468	$ -	$ 4,968,468
Receipts from interfund risk/benefits management	23,326,197	-	23,326,197
Receipts from interfund fleet/fuel management	3,338,246	-	3,338,246
Payments to suppliers	(39,576,974)	-	(39,576,974)
Payments to employees	(1,071,069)	(98,975)	(1,170,044)
Net Cash Provided (Used) by Operating Activities	(9,015,132)	(98,975)	(9,114,107)
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	(1,589,725)	-	(1,589,725)
Transfers from Other Funds	2,425,000	-	2,425,000
Advances due to/from other funds	(146,247)	-	(146,247)
Net Cash Provided (Used) by Noncapital Financing Activities	689,028	-	689,028
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	-	-	-
Net Cash (Used) by Capital and Related Financing Activities	-	-	-
Cash Flows from Investing Activities			
Sale (purchase) of investments	4,258,660	-	4,258,660
Interest received	76,787	-	76,787
Net Cash Provided (Used) by Investing Activities	4,335,447	-	4,335,447
Net Increase (Decrease) in Cash and Cash Equivalents	(3,990,657)	(98,975)	(4,089,632)
Cash and cash equivalents at beginning of year	13,147,145	786,792	13,933,937
Cash and Cash Equivalents at End of Year	$ 9,156,488	$ 687,817	$ 9,844,305
Cash and Cash Equivalents Classified As:			
Current assets	$ 9,156,488	$ 687,817	$ 9,844,305
Total Cash and Cash Equivalents	$ 9,156,488	$ 687,817	$ 9,844,305

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	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	$ (8,609,878)	$ -	$ (8,609,878)
Depreciation	70,303	-	70,303
Change in Assets and Liabilities:			
(Increase) Decrease in accounts receivable	(250,022)	-	(250,022)
(Increase) Decrease in inventories	(46,456)	-	(46,456)
(Increase) Decrease in prepaids	27,318	-	27,318
Increase (Decrease) in accounts payable	465,305	-	465,305
Increase (Decrease) in accrued liabilities	2,544	-	2,544
Increase (Decrease) in due to other governments	(237,097)	-	(237,097)
Increase (Decrease) in customer deposits	(50,448)	-	(50,448)
Increase (Decrease) in compensated absences	19,995	(98,975)	(78,980)
Increase (Decrease) in Post Employment Benefits	9,209	-	9,209
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	64,812	-	64,812
Increase (Decrease) in claims payable	(480,717)	-	(480,717)
Total Adjustments	(405,254)	(98,975)	(504,229)
Net Cash Provided (Used for) Operating Activities	$ (9,015,132)	$ (98,975)	$ (9,114,107)
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, 2017

	Clerk General Agency	Sheriff General Agency	Tax Collector General	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,025,854	$ 273,001	$ 3,476,423	$ 8,775,278
Accounts Receivable	-	-	477,035	477,035
Total Assets	$ 5,025,854	$ 273,001	$ 3,953,458	$ 9,252,313
LIABILITIES				
Due to Other Governments	$ 23,211	$ 5,030	$ 3,439,968	$ 3,468,209
Due to Individuals	1,578,685	267,971	513,490	2,360,146
Other Current Liabilities	3,423,958	-	-	3,423,958
Total Liabilities	$ 5,025,854	$ 273,001	$ 3,953,458	$ 9,252,313

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2017

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
Accounts Receivable	-	-	-	-
Total Assets	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
LIABILITIES				
Accounts Payable	$ -	$ 74,923	$ 74,923	$ -
Due to Other Governments	35,166	63,594	75,549	23,211
Due to Individuals	1,499,972	2,966,184	2,887,471	1,578,685
Other Current Liabilities	4,433,217	19,913,637	20,922,896	3,423,958
Total Liabilities	$ 5,968,355	$ 23,018,338	$ 23,960,839	$ 5,025,854

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
Accounts Receivable	-	-	-	-
Total Assets	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
LIABILITIES				
Due to Other Governments	$ -	$ 5,030	$ -	$ 5,030
Due to Individuals	265,769	1,776,304	1,774,102	267,971
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 3,793,222	$ 1,602,648,180	$ 1,602,964,979	$ 3,476,423
Accounts Receivable	323,515	36,686,172	36,532,652	477,035
Total Assets	$ 4,116,737	$ 1,639,334,352	$ 1,639,497,631	$ 3,953,458
LIABILITIES				
Due to Other Governments	$ 3,212,218	$ 39,567,488	$ 39,339,738	$ 3,439,968
Due to Individuals	904,519	403,837,312	404,228,341	513,490
Total Liabilities	$ 4,116,737	$ 443,404,800	$ 443,568,079	$ 3,953,458

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2017

AGENCY COMBINED TOTALS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 10,027,346	$ 1,627,238,089	$ 1,628,490,157	$ 8,775,278
Accounts Receivable	323,515	36,686,172	36,532,652	477,035
Total Assets	$ 10,350,861	$ 1,663,924,261	$ 1,665,022,809	$ 9,252,313
LIABILITIES				
Accounts Payable	$ -	$ 74,923	$ 74,923	$ -
Due to Other Governments	3,247,384	39,636,112	39,415,287	3,468,209
Due to Individuals	2,670,260	408,579,800	408,889,914	2,360,146
Other Current Liabilities	4,433,217	19,913,637	20,922,896	3,423,958
Total Liabilities	$ 10,350,861	$ 468,204,472	$ 469,303,020	$ 9,252,313

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.

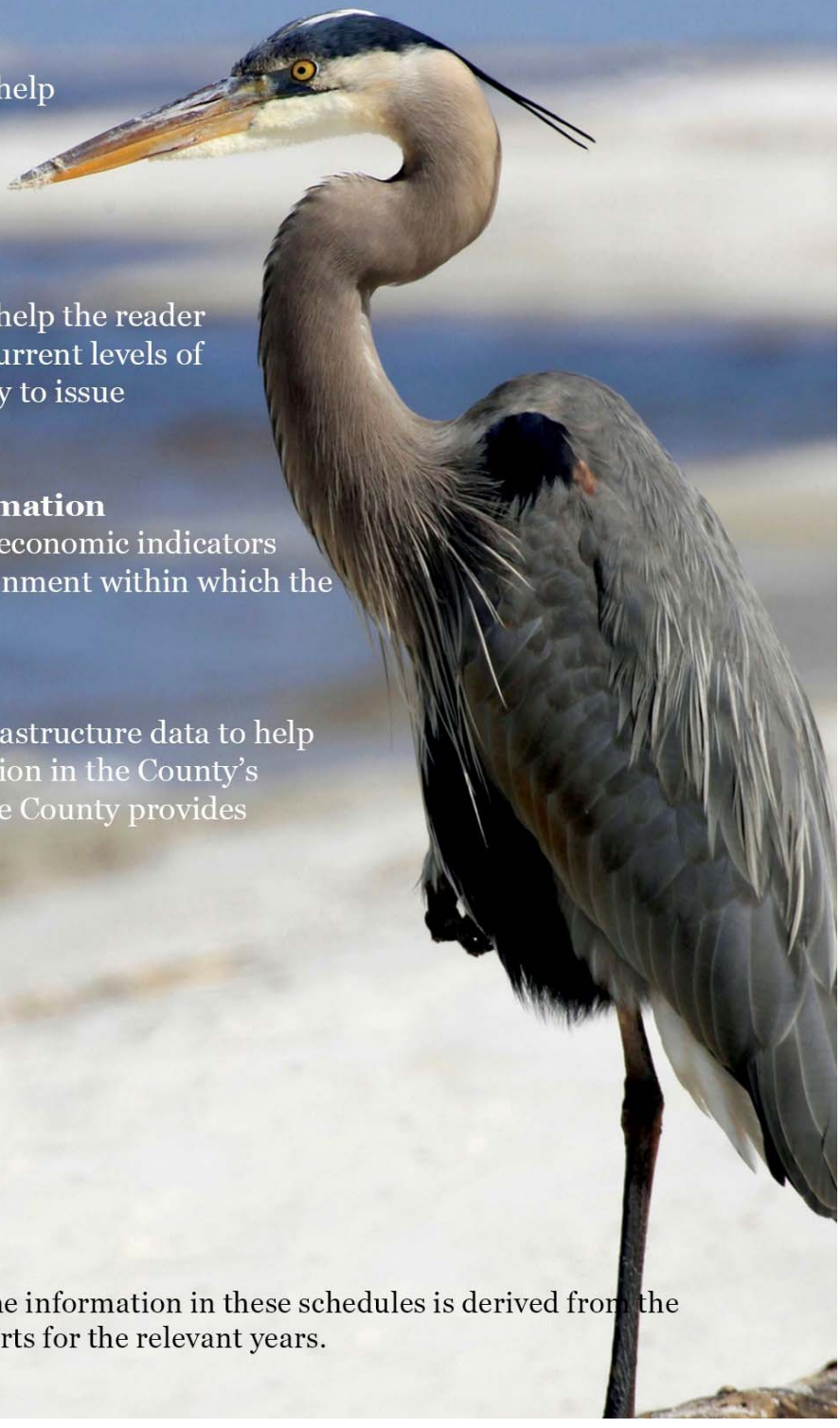
Financial Trends
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

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.

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2017	2016	2015	2014*
Governmental activities				
Net investment in capital assets	$ 463,840	$ 437,792	$ 436,375	$ 442,851
Restricted	164,972	155,972	128,529	64,981
Unrestricted	(102,043)	(68,495)	(58,603)	(22,759)
Total governmental activities net position	526,769	525,269	506,301	485,073
Business-type activities				
Net investment in capital assets	49,735	47,463	51,827	50,952
Unrestricted	25,594	26,377	17,218	13,816
Total business-type activities net position	75,329	73,840	69,045	64,768
Primary government				
Net investment in capital assets	513,575	485,255	488,202	493,803
Restricted	164,972	155,972	128,529	64,981
Unrestricted	(76,449)	(42,118)	(41,384)	(8,943)
Total primary government net position	$ 602,098	$ 599,109	$ 575,347	$ 549,841

* As restated for change in Accounting Principle

Continued next page

2013	2012	2011	2010	2009	2008
$ 452,717	$ 458,089	$ 458,331	$ 445,075	$ 421,039	$ 411,670
102,728	86,651	85,670	91,990	9,422	766
15,359	30,839	10,083	10,312	100,805	88,968
570,804	575,579	554,084	547,377	531,266	501,404
52,502	49,930	49,870	48,811	47,589	43,157
15,992	14,852	14,200	10,707	880	2,422
68,494	64,782	64,070	59,518	48,469	45,579
505,219	508,019	508,201	493,887	468,628	454,827
102,728	86,651	85,670	91,990	9,422	766
31,351	45,691	24,283	21,019	101,685	91,390
$ 639,298	$ 640,361	$ 618,154	$ 606,896	$ 579,735	$ 546,983

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2017**	**2016**	**2015**	**2014**
Governmental activities:				
General government	$ 71,637	$ 59,270	$ 52,406	$ 63,252
Public Safety	148,553	146,708	127,345	127,213
Physical environment	2,855	2,736	2,423	1,618
Transportation	48,569	56,118	51,235	48,542
Economic environment	14,088	12,461	11,486	12,139
Human services	2,679	2,602	2,689	2,462
Culture and recreation	9,957	10,248	9,140	8,930
Court related	12,583	11,686	12,955	11,215
Interest	4,574	3,277	3,441	3,392
Total governmental activities expenses	315,495	305,106	273,120	278,763
Business-type activities:				
Solid waste	10,110	10,143	9,956	9,919
Emergency medical services	13,616	12,678	10,978	10,796
Inspection fund	2,500	2,435	2,187	2,079
Bay Center	7,006	6,837	6,685	6,560
Total business-type activities expenses	33,232	32,093	29,806	29,354
Total primary government expenses	$ 348,727	$ 337,199	$ 302,926	$ 308,117
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,378	4,933	4,471	4,273
Public safety	22,684	19,472	17,998	17,947
Physical environment	15,806	15,707	17,732	14,935
Transportation	7,053	6,854	6,746	6,509
Economic environment	382	581	270	380
Culture/recreation	514	520	522	494
Court related	12,316	11,559	11,543	10,021
Operating grants and contributions	19,187	24,286	18,434	18,946
Capital grants and contributions	9,856	8,255	8,104	10,655
Total governmental activities program revenue	93,176	92,167	85,820	84,160
Business-type activities:				
Charges for services				
Solid waste	15,373	15,141	13,485	13,618
Emergency medical services	10,963	12,832	12,013	12,158
Inspection fund	2,622	2,581	2,262	2,299
Bay Center	4,564	4,975	4,409	4,558
Operating grants and contributions	-	-	-	103
Capital grants and contributions	155	161	735	131
Total business-type activities program revenue	33,677	35,690	32,904	32,867
Total primary government program revenues	$ 126,853	$ 127,857	$ 118,724	$ 117,027
Net (Expense)/Revenue				
Governmental activities	$ (222,319)	$ (212,939)	$ (187,300)	$ (194,603)
Business-type activities	445	3,597	3,098	3,513
Total primary government net expense	$ (221,874)	$ (209,342)	$ (184,202)	$ (191,090)

Continued next page

2013	2012	2011	2010	2009	2008
$ 74,163	$ 67,918	$ 66,068	$ 58,525	$ 68,563	$ 74,196
107,598	120,918	117,657	120,345	118,799	126,128
2,057	4,694	6,892	4,418	4,348	7,351
52,130	49,084	47,726	44,860	43,887	45,859
11,274	13,225	13,361	19,468	11,326	16,955
2,493	2,781	2,790	3,318	3,386	4,654
4,464	7,024	6,073	5,647	5,851	5,312
10,152	7,922	8,405	8,446	8,607	8,911
3,058	4,388	5,165	5,397	6,471	5,909
267,389	277,954	274,137	270,424	271,238	295,275
9,988	10,254	11,941	11,822	7,861	10,330
9,912	9,723	9,387	9,563	14,195	15,036
1,876	2,285	2,580	2,874	3,141	3,448
6,583	5,876	5,743	6,509	5,523	6,197
28,359	28,138	29,651	30,769	30,720	35,011
$ 295,748	$ 306,092	$ 303,788	$ 301,193	$ 301,958	$ 330,286
4,285	25,380	25,142	25,084	26,578	24,133
17,725	18,629	17,679	17,469	14,589	16,180
13,582	2,625	2,364	2,566	2,452	3,156
6,249	1,254	1,444	1,241	1,023	1,306
321	6	42	5	18	170
380	397	300	311	266	357
6,674	2,791	3,070	3,007	9,930	9,717
19,239	45,950	32,687	31,039	15,183	10,769
4,813	10,683	11,704	27,450	33,056	22,750
73,268	107,716	94,432	108,172	103,096	88,538
11,998	11,674	12,489	11,681	9,830	12,008
11,454	9,386	11,548	13,924	14,074	13,828
2,091	1,970	1,904	1,829	1,997	2,542
3,905	3,735	3,490	3,974	3,473	3,629
2	236	14	107	6	82
1,556	92	718	1,624	972	1,647
31,006	27,093	30,163	33,138	30,352	33,736
$ 104,274	$ 134,809	$ 124,595	$ 141,310	$ 133,448	$ 122,274
$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)	$ (168,142)	$ (206,737)
2,647	(1,046)	512	2,369	(369)	(1,275)
$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)	$ (168,511)	$ (208,012)

Continued next page

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2017	**2016**	**2015**	**2014**
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	$ 110,051	$ 109,691	$ 108,848	$ 101,076
Sales tax	66,762	64,634	62,074	59,450
Gasoline taxes	18,797	18,178	17,507	16,107
Tourist development tax	10,598	9,956	9,160	8,396
Other taxes and payments in lieu of taxes	4,789	4,759	5,961	6,028
Intergovernmental-unrestricted	8,522	8,216	7,987	7,408
Investment income	2,135	2,805	2,659	1,348
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	2,908	4,677	6,528	8,131
Gain (loss) on sale of capital assets	-	-	(11,481)	-
Transfers - internal activities	(744)	(697)	(715)	(763)
Special Item	-	9,689	-	-
Total general revenues and transfers	223,818	231,908	208,528	207,181
Business-type activities:				
Investment income	258	416	386	177
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	43	83	79	400
Capital contributions	-	-	-	-
Transfers - internal activities	744	697	715	763
Total business-type activities	1,045	1,196	1,180	1,340
Total primary government	$ 224,863	$ 233,104	$ 209,708	$ 208,521
Change in Net Position				
Governmental activities	$ 1,499	$ 18,969	$ 21,228	$ 12,578
Business-type activities	1,490	4,793	4,278	4,853
Total change in net position	$ 2,989	$ 23,762	$ 25,506	$ 17,431

Continued next page

2013	2012	2011	2010	2009	2008
$ 93,789	$ 99,683	$ 105,428	$ 103,386	$ 107,317	$ 130,009
56,515	54,113	53,164	49,382	49,756	54,403
12,621	13,069	13,315	13,388	13,441	13,750
7,801	7,156	6,462	5,051	5,333	5,533
7,865	-	-	-	-	-
7,024	8,333	8,189	8,227	8,151	9,058
390	3,617	1,509	1,163	3,364	6,042
-	5,246	104	133	-	290
4,249	1,619	1,698	2,180	13,472	1,861
-	-	-	-	-	-
(907)	(1,104)	(3,456)	(8,044)	(2,830)	(214)
-	-	-	-	-	-
189,347	191,732	186,413	174,866	198,005	220,732
53	615	228	130	176	593
-	-	146	90	198	58
104	38	209	416	55	67
-	-	-	-	-	-
907	1,104	3,456	8,044	2,830	214
1,064	1,757	4,039	8,680	3,259	932
$ 190,411	$ 193,489	$ 190,452	$ 183,546	$ 201,264	$ 221,664
$ (4,774)	$ 21,495	$ 6,708	$ 12,614	$ 29,863	$ 13,995
3,711	711	4,551	11,049	2,890	(343)
$ (1,063)	$ 22,206	$ 11,259	$ 23,663	$ 32,753	$ 13,652

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						
	2017	2016	2015	2014	2013	2012	2011
General Fund:							
Nonspendable	$ 694	$ 644	$ 4,292	$ 4,367	$ 4,805	$ 5,021	$ 579
Restricted	-	-	-	-	52	-	-
Committed	-	-	-	-	-	-	-
Assigned	16,297	18,952	17,911	10,073	8,402	4,908	903
Unassigned	30,149	27,682	25,536	23,647	19,361	16,868	27,954
Total general fund	47,140	47,278	47,739	38,087	32,620	26,798	29,437
All Other Governmental Funds:							
Nonspendable	563	17,954	10,118	5,609	2,567	7,776	18,896
Restricted	244,779	138,898	124,568	123,349	99,764	86,651	85,670
Committed	17,115	14,916	16,121	14,267	13,545	9,100	8,418
Assigned	-	-	-	-	-	8,777	7,655
Unassigned	(9,820)	(8,204)	(6,240)	(3,836)	(3,980)	(6,088)	(18,135)
Total all other governmental funds	252,637	163,564	144,567	139,389	111,896	106,216	102,504
Total all governmental funds	$ 299,777	$ 210,842	$ 192,306	$ 177,476	$ 144,516	$ 133,014	$ 131,941

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

	Fiscal Year		
	2010	2009	2008
General Fund:			
Reserved	$ 1,458	$ 1,529	$ 1,941
Unreserved	31,274	31,636	46,959
Total general fund	32,732	33,165	48,900
All Other Governmental Funds:			
Reserved	52,433	56,106	43,306
Unreserved, reported in:			
Special revenue funds	17,321	14,431	8,769
Debt service fund	-	-	-
Capital projects funds	39,352	38,056	33,670
Total all other governmental funds	109,106	108,593	85,745
Total all governmental funds	$ 141,838	$ 141,758	$ 134,645

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)

	2017	2016	2015	2014
REVENUES				
Taxes	$ 180,220	$ 177,312	$ 173,928	$ 161,956
Permits, fees and special assessments	19,048	15,966	16,027	13,916
Franchise fees	14,747	14,883	15,140	14,608
Intergovernmental revenue	67,034	70,451	62,617	62,337
Charges for services	25,441	23,968	23,618	21,677
Fines and forfeits	2,900	2,529	2,606	2,407
Investment income	2,059	2,620	2,504	1,344
Miscellaneous	5,615	6,492	9,820	11,935
Total revenues	317,064	314,221	306,260	290,180
EXPENDITURES				
General government	55,134	55,544	53,032	56,079
Public safety	132,449	132,149	124,781	119,698
Physical environment	3,385	2,110	4,173	1,731
Transportation	33,724	34,398	30,601	27,584
Economic environment	14,635	12,322	11,227	12,796
Human services	2,449	2,549	2,686	2,337
Culture and recreation	8,320	7,677	7,450	6,867
Court-related	11,286	10,541	11,693	10,071
Debt service:				
Principal	7,343	7,160	6,812	4,397
Interest	3,961	3,127	3,290	3,241
Bond issuance costs	552	-	-	-
Capital outlay	42,054	27,418	34,970	32,156
Total expenditures	315,292	294,995	290,715	276,957
Excess of revenues over (under) expenditures	1,772	19,226	15,545	13,223
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	-	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	78,060			
Premium(Discount)Notes/Bonds	10,682			
Notes issued	-	-	-	20,500
Proceeds from the sale of capital assets				
Payments made to bond escrow agents	-	-	-	-
Insurance recoveries	-	-	-	-
Transfers in	24,865	22,053	21,251	18,331
Transfers out	(26,444)	(22,743)	(21,966)	(19,094)
Total other financing sources (uses)	87,163	(690)	(715)	19,737
Net change in fund balances	$ 88,935	$ 18,536	$ 14,830	$ 32,960
Debt service as a percentage of noncapital expenditures	4.27%	3.95%	4.09%	3.21%

Continued next page

Fiscal Year 2013	2012	2011	2010	2009	2008
$ 149,265	$ 153,137	$ 157,787	$ 152,344	$ 158,587	$ 181,972
13,546	12,893	12,074	12,180	11,365	12,039
13,308	13,372	13,811	14,109	13,809	13,246
57,770	81,844	68,947	85,534	59,002	64,356
18,111	17,627	17,218	16,885	18,612	20,192
2,262	1,145	1,207	990	3,757	4,381
418	3,415	1,395	1,042	3,126	5,355
8,992	5,180	10,453	6,987	16,401	4,742
263,672	288,613	282,892	290,071	284,659	306,283
58,979	59,147	61,209	51,716	59,419	66,939
103,464	112,270	112,160	108,184	113,003	125,171
2,279	5,251	6,432	5,490	4,831	8,228
26,812	26,183	26,172	23,898	24,615	28,870
10,419	12,517	13,428	18,973	11,731	16,701
2,079	2,254	2,323	2,786	2,872	4,166
2,271	1,556	2,186	1,409	1,645	2,126
9,132	9,308	9,576	9,603	9,533	10,507
3,526	3,670	3,998	13,052	6,168	4,866
3,148	4,388	5,165	5,397	6,471	5,909
-	-	-	-	-	-
32,279	50,446	42,539	46,438	37,920	26,807
254,388	286,991	285,188	286,946	278,208	300,290
9,284	1,622	(2,296)	3,125	6,453	5,993
8,406	48,880	-	-	-	-
-	48,040	-	-	-	-
	-	-	-	-	-
-	-	-	-	1,227	273
	-	-	-	-	-
(8,362)	(96,700)	-	-	-	-
-	749	301	308	2,312	171
18,256	36,443	26,941	35,798	40,548	35,065
(16,083)	(38,057)	(34,843)	(38,842)	(43,378)	(35,280)
2,217	(645)	(7,601)	(2,736)	709	229
$ 11,501	$ 976	$ (9,897)	$ 389	$ 7,162	$ 6,222
3.08%	3.54%	4.06%	4.09%	5.46%	3.94%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property (1)					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property (2)	Total	Total Direct Tax Rate
2008	10,751,338	2,840,855	344,121	2,014,988	15,951,302	8.7020
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

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

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			
	2017	2016	2015	2014
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.359
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	6.6310	6.8760	7.1130	7.557
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.000
Northwest Florida Water Management	0.0353	0.0366	0.0378	0.039
Town of Century	0.9204	0.9732	0.9006	0.9006
Total overlapping rates	13.8762	14.1753	14.3409	14.7861

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2013	2012	2011	2010	2009	2008
6.9755	6.9755	6.9755	6.9755	6.9755	8.017
-	-	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	8.702
7.558	7.821	7.860	7.860	7.720	7.720
4.2895	4.2895	4.5395	4.5395	4.5395	4.598
2.000	2.000	2.000	2.000	2.000	2.000
0.040	0.040	0.045	0.045	0.045	0.045
0.9048	0.9048	0.9048	0.823	0.817	0.781
14.7921	15.0553	15.3493	15.2675	15.1215	15.144

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2017			Fiscal Year 2008		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 693,980	1	4.51%	$ 430,309	1	2.89%
International Paper Corp	270,589	2	1.76%	405,283	2	2.72%
West FL Medical/ Regional Medical Ctr	106,083	3	0.69%	95,182	9	0.64%
Ascend Performance Material*	110,628	4	0.72%	181,139	3	1.22%
Simon Debar/Simon Prop/Univer	75,155	5	0.49%			0.00%
Navy Federal Credit Union	142,675	6	0.93%			0.00%
Walmart/Sams	69,221	7	0.45%			0.00%
City of Pensacola	221,337	8	1.44%	128,432	6	0.86%
Sacred Heart Health Systems	241,612	9	1.57%	172,411	4	1.16%
Bellsouth Tele/Southern Bell	43,512	10	0.28%	99,868	8	0.67%
Pensacola POB/Baptist				158,858	5	1.07%
Pensacola Christian College				122,455	7	0.82%
WCI Communities, Inc.				73,460	10	0.49%
Total	$ 1,974,792		12.84%	$ 1,867,397		12.52%
	(1) $ 15,384,796			(1) $ 14,899,559		

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
2008	133,791,557	121,091,537	90.51%	1,035,168		122,126,705	91.28%
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%

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	Capital Leases	Notes	Bonds	Notes	Total Outstanding Debt
2008	115,210,000	1,799,730	10,030,500	-	-	127,040,230
2009	111,930,000	1,164,512	9,005,000	-	-	122,099,512
2010	108,540,000	507,504	-	-	-	109,047,504
2011	105,050,000	-	-	-	-	105,050,000
2012	56,680,000	-	48,040,000	-	-	104,720,000
2013	47,545,000	-	53,660,000	-	-	101,205,000
2014	46,780,000	-	70,528,000	-	-	117,308,000
2015	44,820,000	-	65,676,000	-	-	110,496,000
2016	42,610,000	-	60,726,000	-	-	103,336,000
2017	118,395,000	-	55,658,000	-	-	174,053,000

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 14 for more Demographic and Economic Statistics.
(2) This is the amount restricted for debt service principal payments
(3) Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 14.

Continued next page

Less: Amounts Available in Debt Service Fund (2)	Total	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita (3)
765,816	126,274,414	1207.12%	296,854	425	0.028%
9,422,145	112,677,367	1092.86%	297,015	379	0.031%
5,392,681	103,654,823	983.51%	297,619	348	0.034%
3,743,038	101,306,962	917.60%	299,653	338	0.036%
2,654,985	102,065,015	892.11%	304,191	336	0.037%
1,903,446	99,301,554	845.84%	377,753	263	0.039%
2,060,290	115,247,710	1012.72%	309,034	373	0.032%
854,768	109,641,232	963.45%	311,003	353	0.033%
864,390	102,471,610	900.45%	315,187	325	0.036%
1,666,811	172,386,189	1514.81%	315,187	547	0.021%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2017

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	118,395,000	100.00%
Escambia County - Revenue Notes		55,658,000	100.00%
Total Direct Debt	$	174,053,000	

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, 2017.

(1) Source: Escambia County Government
(2) Source: Florida Statutes

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
2008	20,076,803	1,800,000	3,947,728	3.49	2,091,663	465,000	982,248	1.45
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

(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		
			Principal	Interest	Coverage
5,532,834	(1,929,311)	3,603,523	915,000	513,015	3.87
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

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Six 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%

(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 2017 (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

Last Six Fiscal Years

	Fiscal Year Ended September 30,			
	2012	**2013**	**2014**	**2015**
Sales Tax Revenue	$ 19,793,471	$ 20,617,921	$ 21,735,479	$ 22,513,589
Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	9,572,824	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 (2)	2.07 x	2.15 x	2.27 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

2016		2017	
$ 23,418,049		$ 24,173,396	
9,572,824		9,572,824	
2.45	x	2.53	x

Schedule 14
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)
2008	296,854	36.9	35,239	10,460,838	41,068	6.5%
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	38,408	12,105,702	39,284	5.1%
2017	315,187	37.2	38,408	12,105,702	39,859	4.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2017 Population was not available at the time of issue, and is based on 2016 data
2017 Per Capita Personal Income was not available at the time of issue, and is based on 2016 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 15
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2017 (1)			2008 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	15,800	1	30.59%	15,790	1	33.84%
Federal government	6,700	2	12.97%	7,403	2	15.87%
State government	6,700	3	12.97%	5,970	3	12.80%
Baptist Health Care	6,633	4	12.84%	3,163	5	6.78%
Navy Federal Credit Union	6,342	5	12.28%	1,200	11	2.57%
Sacred Heart Health Systems	4,820	6	9.33%	5,000	4	10.72%
Gulf Power Company	1,774	7	3.43%	1,400	7	3.00%
West Florida Healthcare	1,200	8	2.32%	1,300	9	2.79%
Ascend Performance Materials	888	9	1.72%	1,400	8	3.00%
West Corporation	800	10	1.55%	800	13	1.71%
University of West Florida (State of FL)				1,231	10	2.64%
Lakeview Center (Baptist Health Care)				2,000	6	4.29%
Total Employees	51,657			46,657		

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 2008.

Schedule 16
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			
	2017	2016	2015	2014
General government				
Board of County Commissioners	215	177	197	192
Clerk of Circuit Court & Comptroller	41	41	53	53
Property Appraiser	70	70	70	75
Supervisor of Elections	15	13	13	13
Tax Collector	100	100	100	103
Public safety				
Board of County Commissioners	918	862	841	810
Sheriff	652	652	670	645
Physical environment				
Board of County Commissioners	67	65	66	105
Transportation				
Board of County Commissioners	225	229	197	192
Economic environment				
Board of County Commissioners	6	6	5	4
Human services				
Board of County Commissioners	29	43	43	30
Culture and recreation				
Board of County Commissioners	26	26	24	25
Court related				
Board of County Commissioners	14	13	7	6
Clerk of Circuit Court & Comptroller	119	118	117	116
Total	2,497	2,415	2,403	2,369

Source: Escambia County Government

Continued next page

2013	2012	2011	2010	2009	2008
211	198	197	207	166	197
55	54	53	53	53	65
70	70	69	69	78	83
15	15	14	15	19	20
103	89	89	89	91	89
373	379	379	398	300	389
1,079	1,102	1,094	1,103	1,122	1,039
103	98	104	105	87	76
196	194	190	199	198	232
-	-	-	-	5	5
29	27	28	26	34	42
26	25	24	26	21	29
4	4	3	3	8	11
117	125	130	130	133	164
2,381	2,380	2,374	2,423	2,315	2,441

Schedule 17
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2017	2016	2015
General Government			
County residents per employee (1)	126	129	129
Public Safety			
Building permits -total value	$ 228,500,135	$ 202,881,216	$ 160,326,832
Building permits - single family units	836	816	761
Building permits - multi-family units	92	107	10
Total fire responses	16,683	14,317	15,320
Total permits issued	20,881	20,200	18,786
Total inspections performed	38,848	34,461	33,628
Code enforcement complaints	6,471	6,431	7,579
Emergency calls (ambulance)	51,464	46,881	41,537
Non-emergency calls (ambulance)	2,760	2,435	534
Total ambulance transports	36,595	36,442	35,225
911 calls - City	49,636	51,159	56,602
Arrests - City	3,301	3,039	3,176
Traffic violations - City	8,009	6,804	6,859
911 calls - County	50,661	50,536	42,402
Arrests - County	15,953	14,137	11,306
Traffic violations - County	32,381	22,559	12,014
Physical environment			
Solid waste managed at Perdido Landfill (tons)	411,452	334,027	257,778
Waste disposed of in the class I landfill (tons)	362,882	318,320	234,031
Tons of yard trash recycled	7,609	8,033	20,262
Tons of various recycled materials	40,053	4,924	3,380
Hazardous material disposed of (tons)	43	76	34
Transportation			
Passenger trips - fixed route services	1,578,305	1,443,463	1,490,282
Passenger trips - paratransit/demand services	92,820	87,558	87,355
Bob Sikes toll receipts	3,540,583	3,452,765	3,537,142
Culture and recreation			
Bay Center operating revenues	4,482,737	4,989,232	4,434,520
Parks & recreation park uses	78	73	69
Equestrian Center events	66	56	56
Lake Stone rentals	473	426	391
Naval Air Museum visitors	772,997	842,639	872,082
Students enrolled - University of West Florida	12,979	12,798	12,602
Students enrolled - Pensacola State College	7,400	7,633	7,632

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 14 and total County government employees on Schedule 16
(2) The large increase in Recycle Materials is due to the inter-local agreeement between Escambia County and ECUA through which 33,138 tons of recycled waste was received across the scales at Perdido Landfill and processed on site at the Landfill.

Continued next page

2014	2013	2012	2011	2010	2009	2008
129	128	128	126	123	128	122
$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291	$ 69,389,475	$ 76,397,591
669	777	621	609	529	455	513
246	10	2	2	391	200	34
14,769	15,946	15,392	15,736	15,493	13,602	13,061
19,416	17,440	15,176	15,741	15,330	15,222	19,258
34,490	31,798	27,205	25,288	25,581	38,612	48,318
6,165	8,292	6,400	6,354	7,418	5,659	9,483
41,599	37,872	38,668	36,516	35,557	33,836	33,440
950	2,103	531	797	1,068	3,144	5,760
33,715	33,136	31,542	37,313	36,625	34,030	30,782
61,540	57,416	59,583	55,093	52,780	51,104	93,019
3,225	3,773	3,316	3,405	3,375	3,852	3,958
7,367	8,179	5,894	5,879	5,786	8,458	9,890
46,199	46,246	48,467	45,071	45,710	76,257	71,175
15,348	16,944	17,850	16,986	18,776	18,847	14,295
10,254	9,114	14,314	7,833	11,201	8,711	5,193
280,128	258,856	266,114	270,935	284,689	294,785	400,329
267,821	244,018	243,737	240,934	257,192	259,807	360,086
9,377	5,015	6,315	14,977	17,628	26,834	30,804
2,247	6,726	9,316	20,531	24,343	34,669	58,601
43	70	72	58	35	45	26
1,516,853	1,561,371	1,359,002	1,145,539	1,164,519	1,054,638	1,017,408
56,651	43,774	49,639	49,138	46,383	49,591	51,475
3,327,729	3,310,752	3,316,180	3,249,907	2,902,503	2,962,819	2,845,803
4,563,725	3,937,617	3,750,220	3,514,818	4,016,368	3,479,910	3,632,266
96	89	104	99	85	119	94
51	47	42	37	35	40	46
432	439	450	588	688	856	708
799,380	765,063	804,344	801,397	726,688	755,860	685,628
12,588	12,823	11,982	11,599	11,184	11,000	10,380
8,518	9,297	9,509	9,335	9,276	20,944	20,593

Schedule 18
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

	Fiscal Year			
	2017	2016	2015	2014
Function/Program				
General government				
Facilities - number	219	219	213	226
Facilities - square footage	2,344,323	2,357,518	2,515,675	2,489,964
Public Safety				
Road prison capacity	256	252	236	236
Work release facility capacity	412	380	380	380
Fire stations	22	22	22	23
Rescue vehicles (fire trucks, etc)	52	53	53	53
Ambulances	33	30	29	25
Mass transit bus/trolley	71	70	83	66
Sheriffs vehicles (marked/unmarked)	425	400	400	400
Sheriff substations	4	6	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	1,493	1,486	1,479	1,474
Unpaved mileage	70	75.15	80.09	84.07
Traffic signals	414	361	356	338
Bridges	150	150	165	139
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	6	6

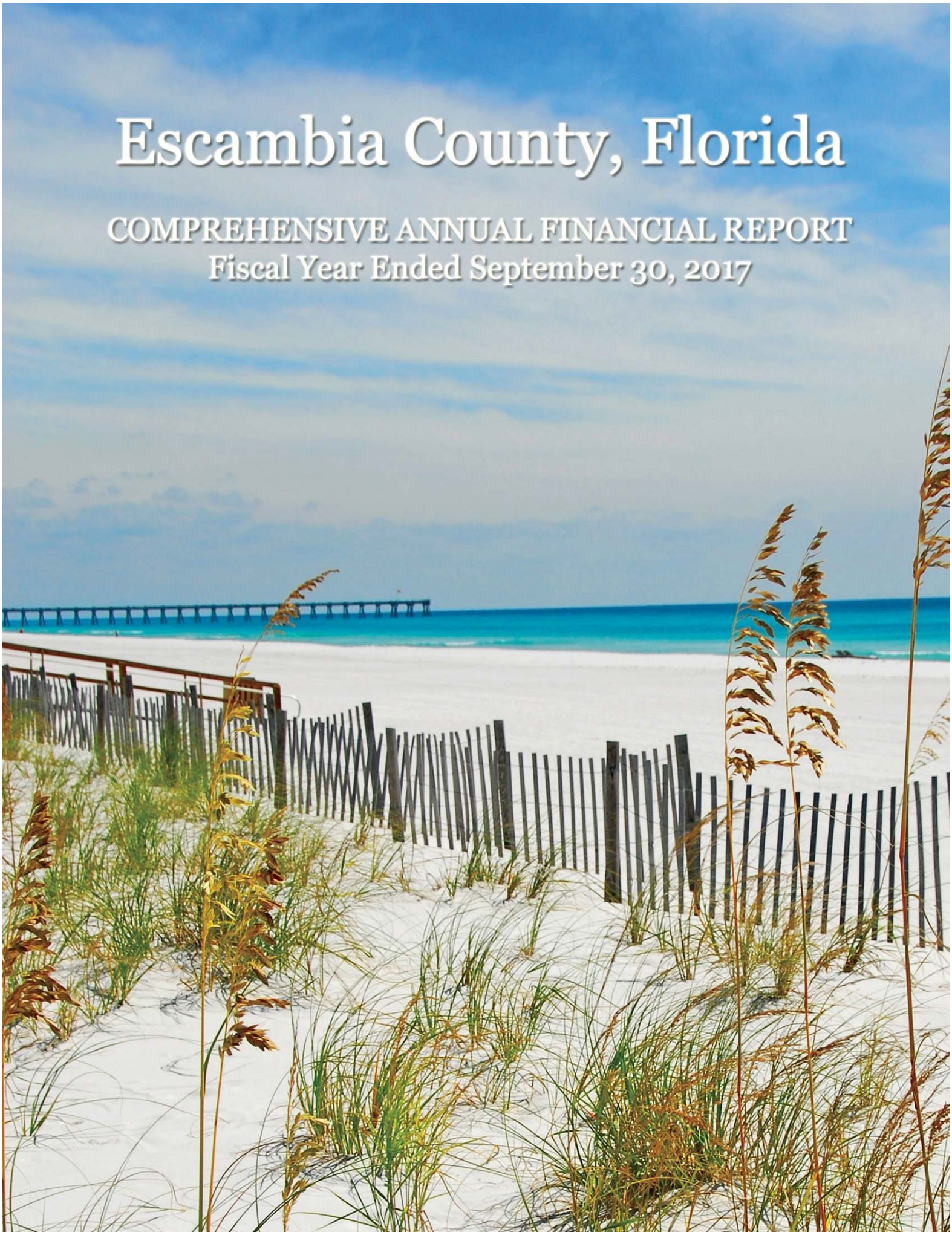
N/A: Information not available

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

2013	2012	2011	2010	2009	2008
224	214	224	216	218	207
2,497,854	2,329,716	2,437,151	2,294,305	2,295,847	2,818,147
236	236	236	236	260	260
280	280	280	280	280	280
23	22	22	21	22	21
57	67	81	81	80	80
30	30	26	31	30	30
54	44	46	43	40	51
400	365	375	333	298	339
6	6	6	6	6	5
1	2	2	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,467.60	1,467.60	1,463.86	1,456.02	1,454.73	1,454.70
89.39	89.39	91.83	93.49	93.71	94.69
318	324	340	310	301	293
139	132	128	126	140	161
16	16	15	15	15	15
2	2	2	2	2	2
16	16	15	15	15	15
1	1	1	1	1	1
82	82	82	82	80	80
11	11	11	11	2	12
20	20	20	20	20	20
6	6	6	6	5	6

ESCAMBIA COUNTY
FLORIDA



Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2017

ESCAMBIA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2017

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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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, 2016

Christopher P. Morrill

Executive Director/CEO

ESCAMBIA COUNTY, FLORIDA
COUNTY OFFICIALS

BOARD OF COUNTY COMMISSIONERS

Douglas Underhill .....Chair – District 2
Jeff Bergosh.....Vice Chair – District 1
Grover C. Robinson, IV .....Commissioner – District 4
Lumon J. May.....Commissioner – District 3
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 ..... County Administrator
Alison Rogers .....County Attorney

ESCAMBIA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

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Escambia County Clerk of the Circuit Court and Comptroller
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 9, 2018

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, 2017 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, 2017, 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, 2017. 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. 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 315,187. 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 24,800 in the leisure and hospitality industry with accommodations and food services representing 12.5% of the area workforce. The largest major industry sector is health care and social assistance with 17.1% 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 the health 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 6,342 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 sixth straight year. The unemployment rate of 4.0% locally reflects a decrease of 1.1% from the previous year's rate of 5.1%.

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.

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 new "Ask MyEscambia" citizen's information portal replaces GovQA allowing questions on a variety of subjects; providing for quick responses from the County in a format similar to Facebook or Twitter. This innovation is expanding access, transparency and efficiency for citizen requests. The County continues this positive trend into the future.

Increasing the number of vehicles with tracking systems will continue, in addition to expanding the fraud abuse hotline; these initiatives 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 15 to 19. 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 $16 million. Lists of prioritized projects were submitted for consideration to the Board of County Commissioners. Once the projects were selected and the public comment period complete, the Multi-Year Implementation Plan (MYIP) was submitted to the U.S Treasury Department for final review and acceptance. In fiscal year 2017, the Board of County Commissioners approved ten projects to include in the MYIP; this MYIP was approved in October 2017 by the U.S. Treasury Department. These ten project applications totaling $8.6 million are expected to be approved and funded in the next fiscal year. The County is working on another planning grant for future revisions to the MYIP.

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. 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 2018, the County will have invested more than $378 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. LOST funding was scheduled to expire December 2017. In November 2014, a 10 year extension was approved by public referendum; this vote extends 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 County is moving forward with building a modern 1,476 bed County Jail Facility funded through the use of LOST, insurance, FEMA grant funding, and the issuance of bonds. Jail construction is estimated to cost approximately $129 million, and will have enhanced observation and infirmary capabilities, as well as open dormitory style housing areas, state of the art video monitoring, and key control technology. Cost savings and efficient operations will benefit the county for years to come.

The County's incorporation of the public works and public safety aspects of the Santa Rosa Island Authority (SRIA) will continue to improve service levels and response times on Pensacola Beach. This increased efficiency is coupled with lease fee reductions of $4 million and budget savings in the next fiscal year of $200,000.

The fiscal year 2018 adopted budget increased by $19 million over the prior year to $455.8 million. While the total direct millage rate for property tax remained unchanged at 7.661 mills, property values increased an average of 4% 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.

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, 2016. This was the 21st 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.

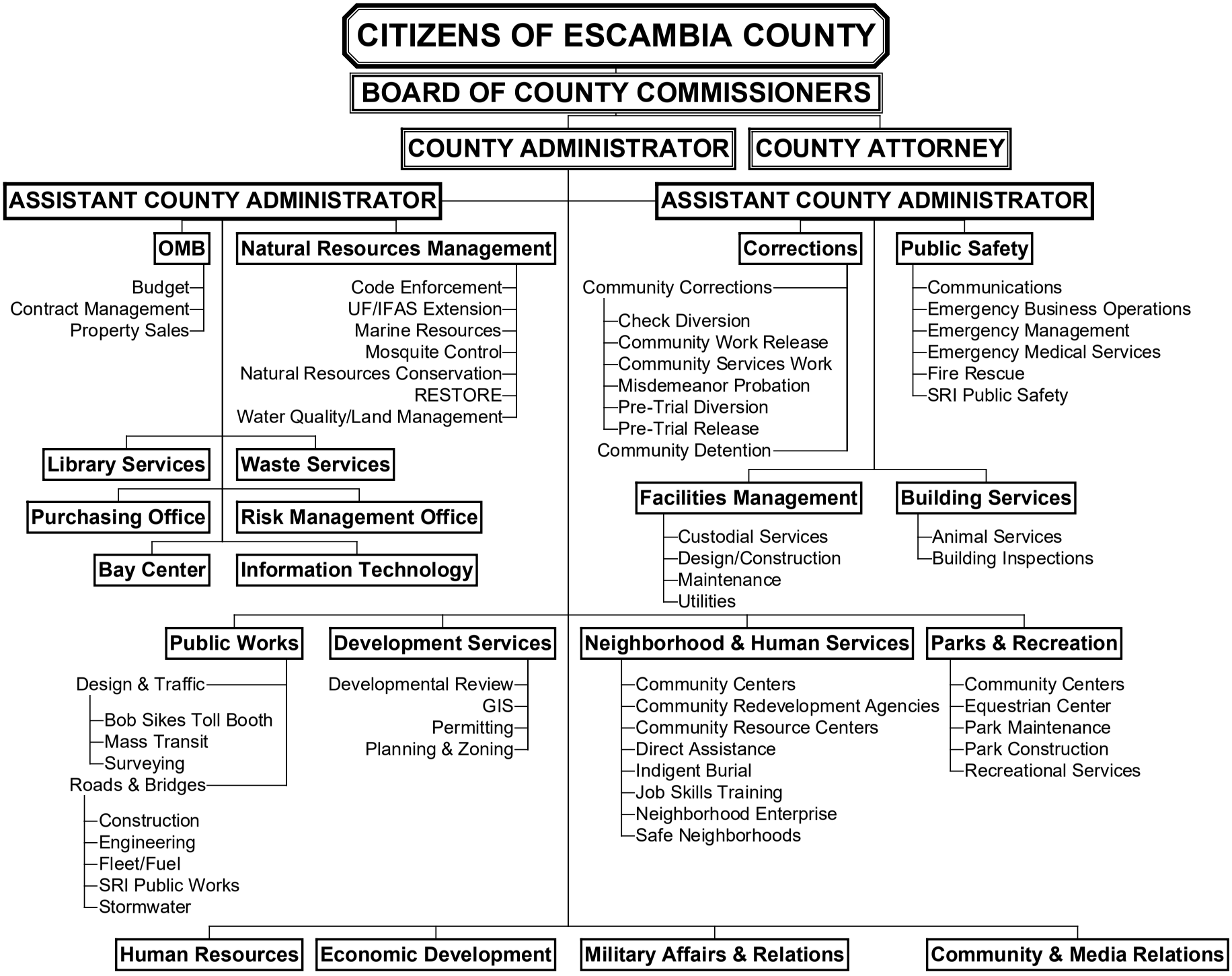
Escambia County also received the GFOA's Distinguished Budget Presentation Award for its Annual Budget Document for fiscal year beginning October 1, 2016. This is the 21st consecutive year that Escambia County has received this award. In order to qualify for the Distinguished Budget Presentation Award, 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, Interim Finance Director; Beth Parker, Harold Coats, Kara Cowen, Judy-Ann Stanley, and Tammy Plant. 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
Natural Resources Management
Code Enforcement
UF/IFAS Extension
Marine Resources
Mosquito Control
Natural Resources Conservation
RESTORE
Water Quality/Land Management
Corrections
Community Corrections
Check Diversion
Community Work Release
Community Services Work
Misdemeanor Probation
Pre-Trial Diversion
Pre-Trial Release
Community Detention
Public Safety
Communications
Emergency Business Operations
Emergency Management
Emergency Medical Services
Fire Rescue
SRI Public Safety
Library Services
Waste Services
Purchasing Office
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Facilities Management
Custodial Services
Design/Construction
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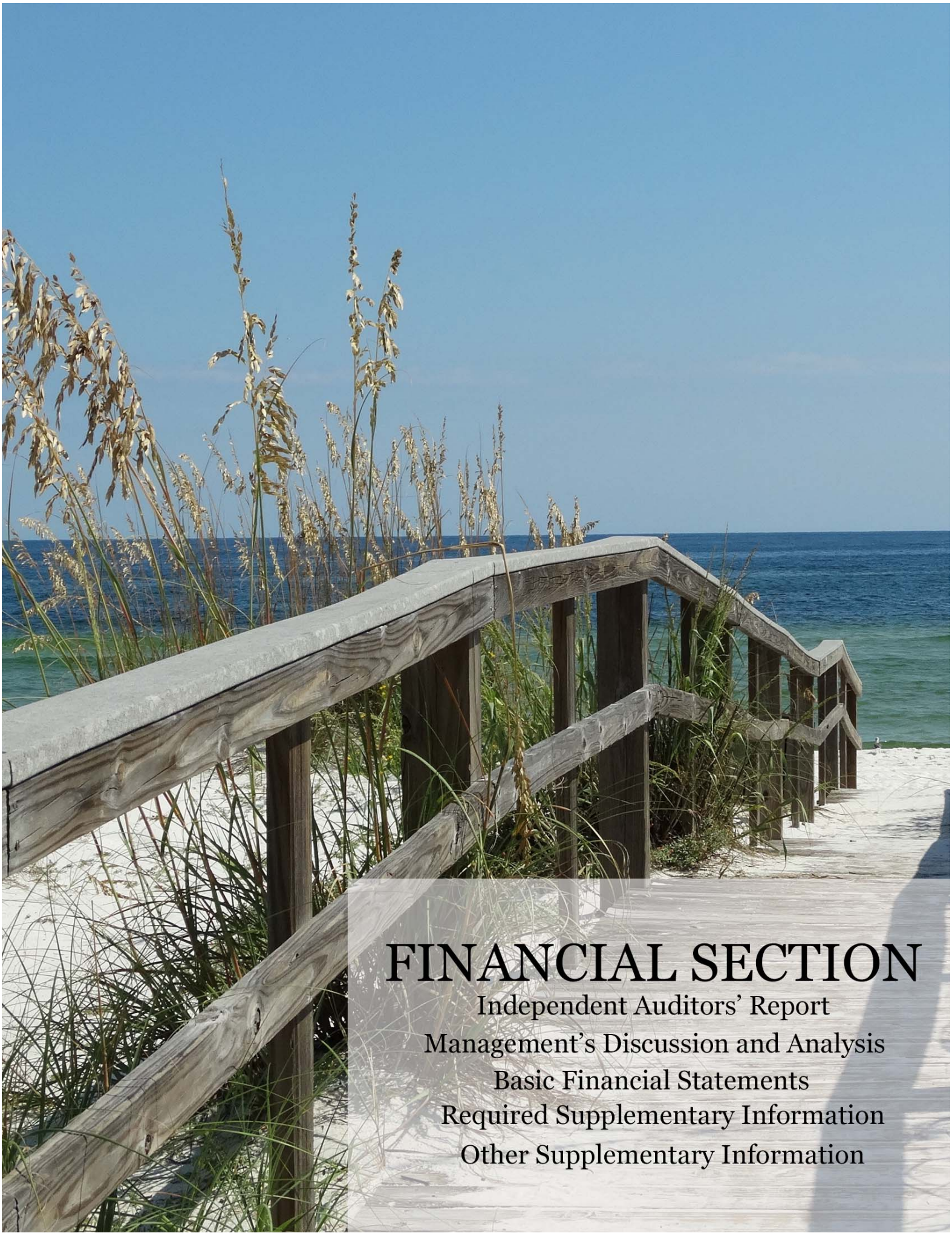
Neighborhood & Human Services
Community Centers
Community Redevelopment Agencies
Community Resource Centers
Direct Assistance
Indigent Burial
Job Skills Training
Neighborhood Enterprise
Safe Neighborhoods
Parks & Recreation
Community Centers
Equestrian Center
Park Maintenance
Park Construction
Recreational Services
Human Resources
Economic Development
Military Affairs & Relations
Community & Media Relations



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
850.435.7400
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, 2017, 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, 2017, which statements reflect total assets and deferred outflows of $8,448,819 and total revenues of $6,032,259.

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, 2017, 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, 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 funding progress, 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 9, 2018 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.

Pensacola, Florida
February 9, 2018

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, 2017. 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 $602,098,128 (net position). Of this amount, ($76,448,854) represents unrestricted net position.

- The County's total net position increased by $2,989,459; governmental activities increased by $1,499,388 and business-type activities increased by $1,490,071.

- At the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $299,776,559, an increase of $88,934,520 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 $30,148,716 or 17.3% of total general fund expenditures and transfers out.

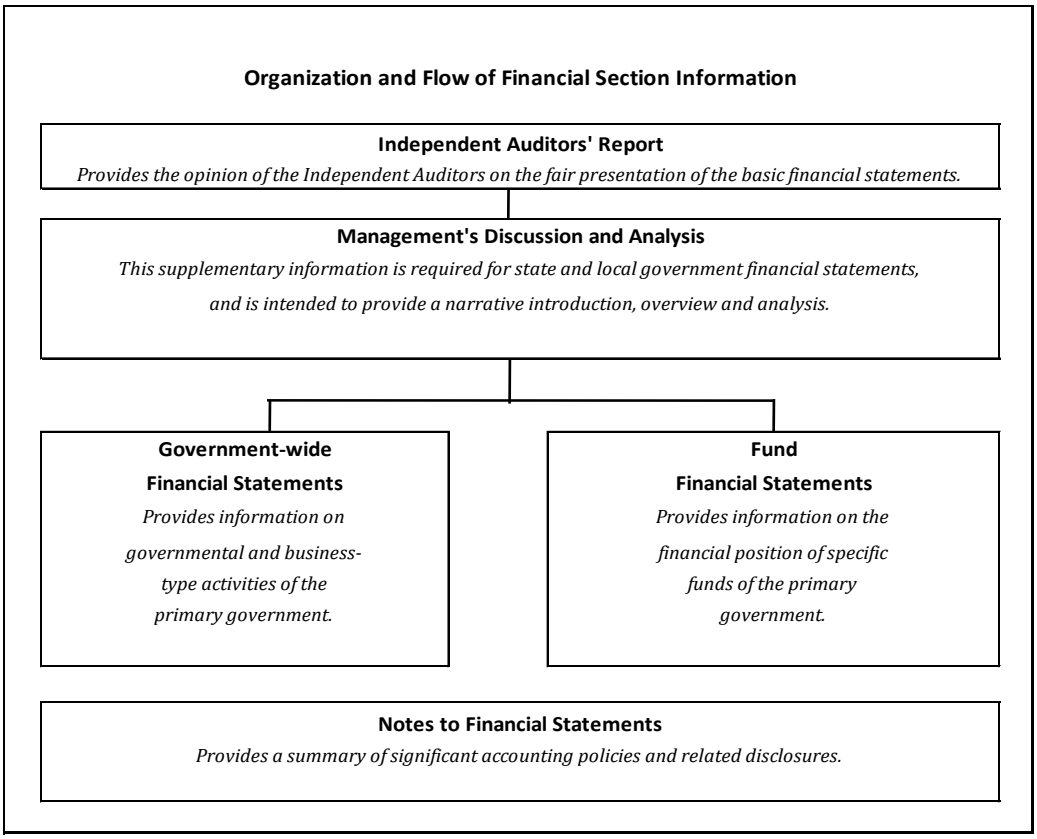
- At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $46,446,303, or approximately 26.6% of total general fund expenditures and transfers out.

- Governmental funds revenues increased $2,843,484 or .9% from the prior fiscal year primarily due to increases in property tax revenue, sales tax revenues, and fuel tax revenues. Intergovernmental revenue decreased due to disaster recovery, however there were increases in state revenue sharing, and grant revenue for 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. Special assessments increased primarily due to an increase in MSBU fees for fire protection.

- At the end of the current fiscal year, the net pension liability increased $22,870,899 for governmental funds and $2,036,130 for business-type activities for an ending net pension liability of $203,039,679, an approximate increase of 13.98% 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, Disaster Recovery Fund, Community Redevelopment Agency Fund, Series 2017 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 progress in funding its obligation to provide 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 two major capital project funds (LOST 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 $602,098,128 at the close of the most recent fiscal year.

At the end of fiscal year 2017, 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 ($76,448,854) is negative unrestricted net position.

Escambia County, Florida
Net Position

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current and Other Assets	$ 345,798,035	$ 266,125,537	$ 58,196,886	$ 56,105,776	$ 403,994,921	$ 322,231,313
Capital Assets (Net)	555,075,172	538,798,424	49,735,148	47,462,685	604,810,320	586,261,109
Total Assets	900,873,207	804,923,961	107,932,034	103,568,461	1,008,805,241	908,492,422
Total Deferred Outflow of Resources	93,314,727	82,564,923	8,175,694	7,205,271	101,490,421	89,770,194
Current and Other Liabilities	28,135,321	29,101,761	5,141,398	3,784,792	33,276,719	32,886,553
Long-term Liabilities	418,482,921	314,511,616	34,069,016	31,787,129	452,551,937	346,298,745
Total Liabilities	446,618,242	343,613,377	39,210,414	35,571,921	485,828,656	379,185,298
Total Deferred Inflow of Resources	20,801,138	18,606,341	1,567,740	1,362,308	22,368,878	19,968,649
Net Position:						
Net Investment in Capital Assets	463,840,289	437,791,704	49,735,148	47,462,685	513,575,437	485,254,389
Restricted	164,971,545	155,972,068	-	-	164,971,545	155,972,068
Unrestricted	(102,043,280)	(68,494,606)	25,594,426	26,376,818	(76,448,854)	(42,117,788)
Total Net Position	$ 526,768,554	$ 525,269,166	$ 75,329,574	$ 73,839,503	$ 602,098,128	$ 599,108,669

The County's total net position increased $2,989,459 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	
	2017	2016	2017	2016	2017	2016
REVENUES						
Program Revenues:						
Charges for Services	$ 64,133,543	$ 59,625,228	$ 33,521,924	$ 35,529,308	$ 97,655,467	$ 95,154,536
Operating Grants and Contributions	19,186,885	24,286,565	-	-	19,186,885	24,286,565
Capital Grants and Contributions	9,855,907	8,255,173	154,650	161,071	10,010,557	8,416,244
General Revenues:						
Property Taxes	110,050,775	109,691,072	-	-	110,050,775	109,691,072
Other Taxes	100,946,619	97,526,803	-	-	100,946,619	97,526,803
Other	13,565,189	15,697,998	301,408	499,327	13,866,597	16,197,325
Total Revenues	317,738,918	315,082,839	33,977,982	36,189,706	351,716,900	351,272,545
EXPENSES						
General Government	71,637,055	59,270,220	-	-	71,637,055	59,270,220
Public Safety	148,552,980	146,708,348	-	-	148,552,980	146,708,348
Physical Environment	2,855,242	2,735,811	-	-	2,855,242	2,735,811
Transportation	48,568,666	56,117,785	-	-	48,568,666	56,117,785
Economic Environment	14,087,642	12,460,443	-	-	14,087,642	12,460,443
Human Services	2,678,651	2,601,945	-	-	2,678,651	2,601,945
Culture/Recreation	9,957,418	10,248,426	-	-	9,957,418	10,248,426
Court-Related	12,583,055	11,686,120	-	-	12,583,055	11,686,120
Interest on Long-term Debt	4,574,479	3,276,975	-	-	4,574,479	3,276,975
Solid Waste	-	-	10,109,956	10,142,652	10,109,956	10,142,652
Emergency Management Services	-	-	13,616,039	12,678,124	13,616,039	12,678,124
Inspection Fund	-	-	2,500,120	2,435,111	2,500,120	2,435,111
Bay Center	-	-	7,006,138	6,837,256	7,006,138	6,837,256
Total Expenses	315,495,188	305,106,073	33,232,253	32,093,143	348,727,441	337,199,216
Excess (Deficiency) Before Transfers	2,243,730	9,976,766	745,729	4,096,563	2,989,459	14,073,329
Transfers	(744,342)	(696,992)	744,342	696,992	-	-
Special Item	-	9,688,834	-	-	-	9,688,834
Change in Net Position	1,499,388	18,968,608	1,490,071	4,793,555	2,989,459	23,762,163
Beginning Net Position	525,269,166	506,300,558	73,839,503	69,045,948	599,108,669	575,346,506
Ending Net Position	$ 526,768,554	$ 525,269,166	$ 75,329,574	$ 73,839,503	$ 602,098,128	$ 599,108,669

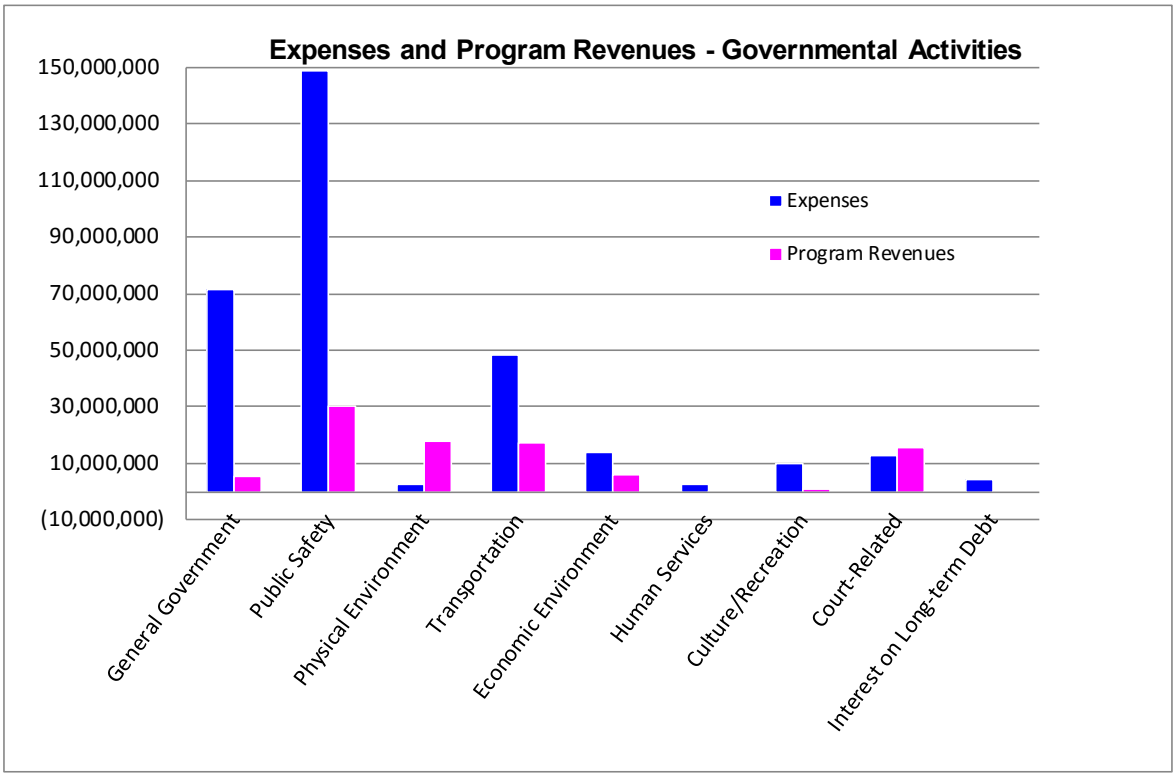
Governmental Activities

Governmental activities increased the County's net position by $1,499,388 from the prior fiscal year for an ending balance of $526,768,554. 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 and public transportation. 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.

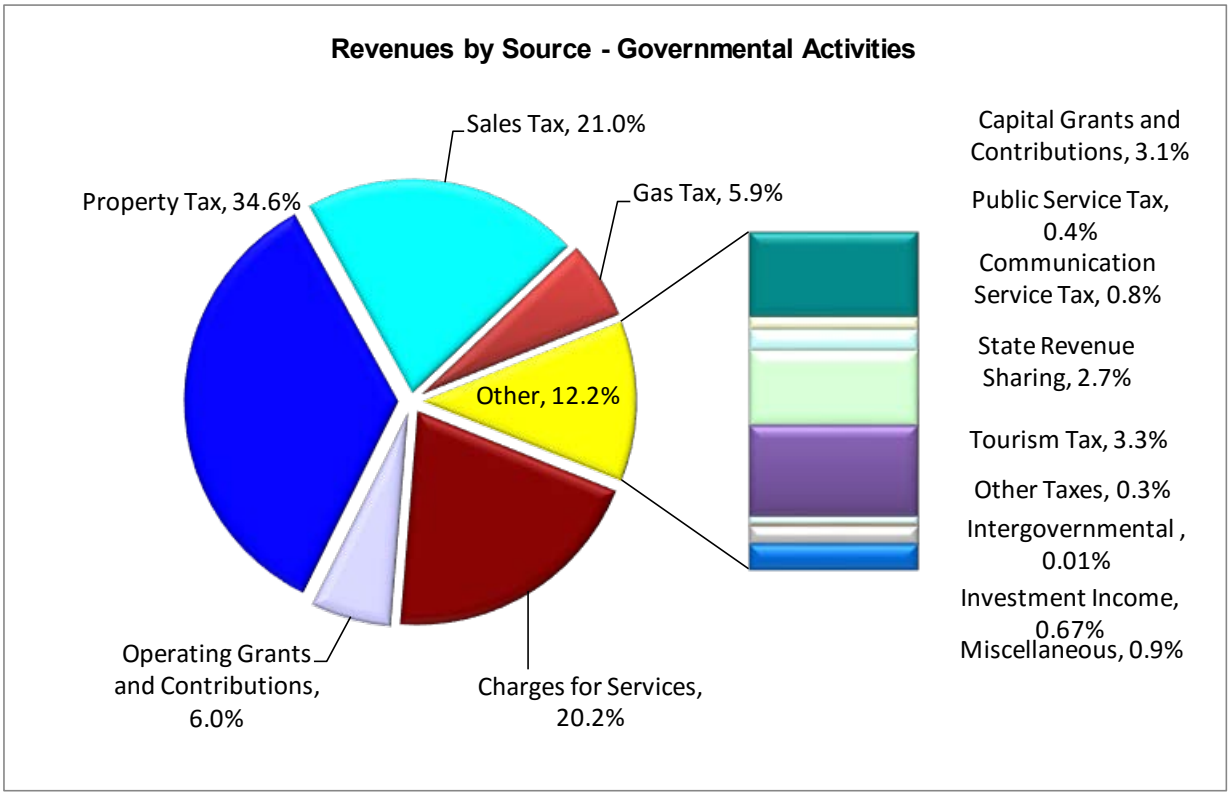
Expenses and Program Revenues – Governmental

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 71,637,055	22.7%	$ 5,548,154	6.0%	$ (66,088,901)
Public Safety	148,552,980	47.1%	30,052,205	32.3%	(118,500,775)
Physical Environment	2,855,242	0.9%	18,050,913	19.4%	15,195,671
Transportation	48,568,666	15.4%	17,091,792	18.3%	(31,476,874)
Economic Environment	14,087,642	4.5%	5,980,474	6.4%	(8,107,168)
Human Services	2,678,651	0.8%	185,617	0.2%	(2,493,034)
Culture/Recreation	9,957,418	3.2%	851,692	0.9%	(9,105,726)
Court-Related	12,583,055	4.0%	15,408,059	16.5%	2,825,004
Interest on Long-term Debt	4,574,479	1.4%	-	-	(4,574,479)
	$ 315,495,188	100.0%	$ 93,168,906	100.0%	$ (222,326,282)



Revenue by Source – Governmental Activities

Description		Revenues	% of Total
Charges for Services	$	64,133,543	20.2%
Operating Grants & Contributions		19,186,885	6.0%
Capital Grants & Contributions		9,855,907	3.1%
Property Tax		110,050,775	34.6%
Sales Tax		66,761,764	21.0%
Public Service Tax		1,370,509	0.4%
Communication Service Tax		2,461,336	0.8%
Gas Tax		18,797,746	5.9%
State Revenue Sharing		8,477,607	2.7%
Tourist Development Tax		10,598,123	3.3%
Other Taxes		957,141	0.3%
Intergovernmental Revenues		44,149	0.01%
Investment Income		2,135,634	0.67%
Miscellaneous		2,907,799	0.9%
	$	317,738,918	100.0%



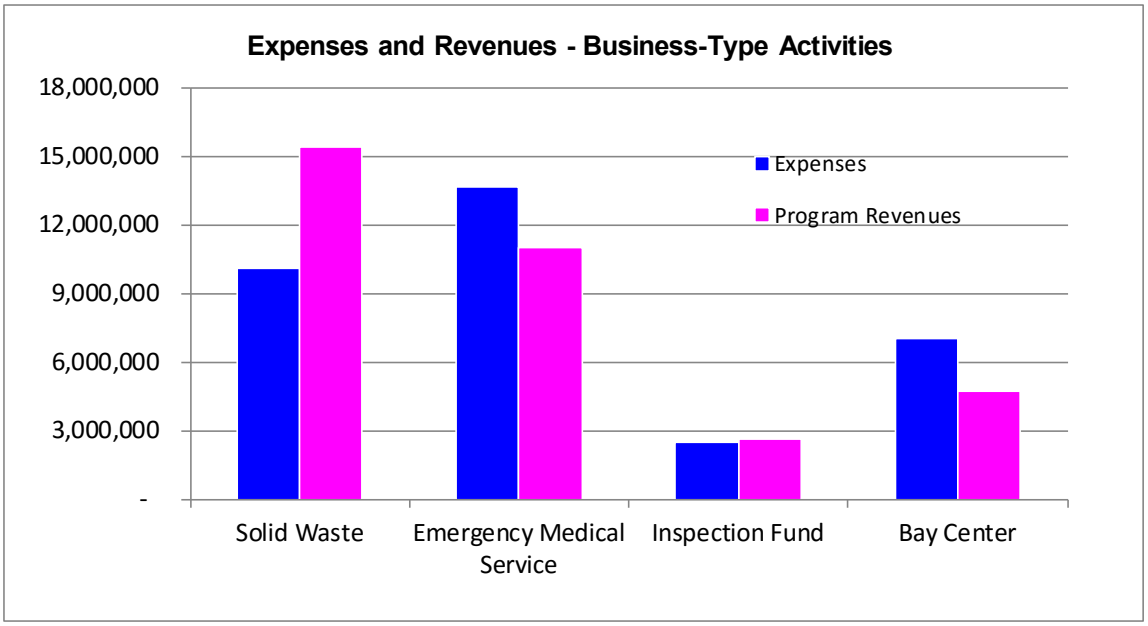
Business-type Activities

Business-type activities increased the County's net position by $1,490,071, a .3% growth from the prior fiscal year, for an ending balance of $75,329,574. Charges for services contributed 99.54% of the total program revenues for the County's business-type activities. The Solid Waste fund was primarily responsible for the overall increase in net position. The net position increase for the Solid Waste Fund was primarily due to increased dumping fees due to the higher tonnage of disposals and a reduction in overall operating cost. The modest increase in the Inspection Fund's net position was primarily due to increased revenues associated with permits and the construction technology fee surcharge. EMS revenues decreased primarily due to contractual adjustments and uncollectable accounts. The Bay Center expenses exceeded program revenues by $2.3 million and operations were subsidized by a transfer from the Tourist Promotion Fund of $1.3 million. The Bay Center's expense increased during the current fiscal year primarily due to insurance and promotional costs, while program revenues decreased.

Expenses and Program Revenues – Business-type Activities

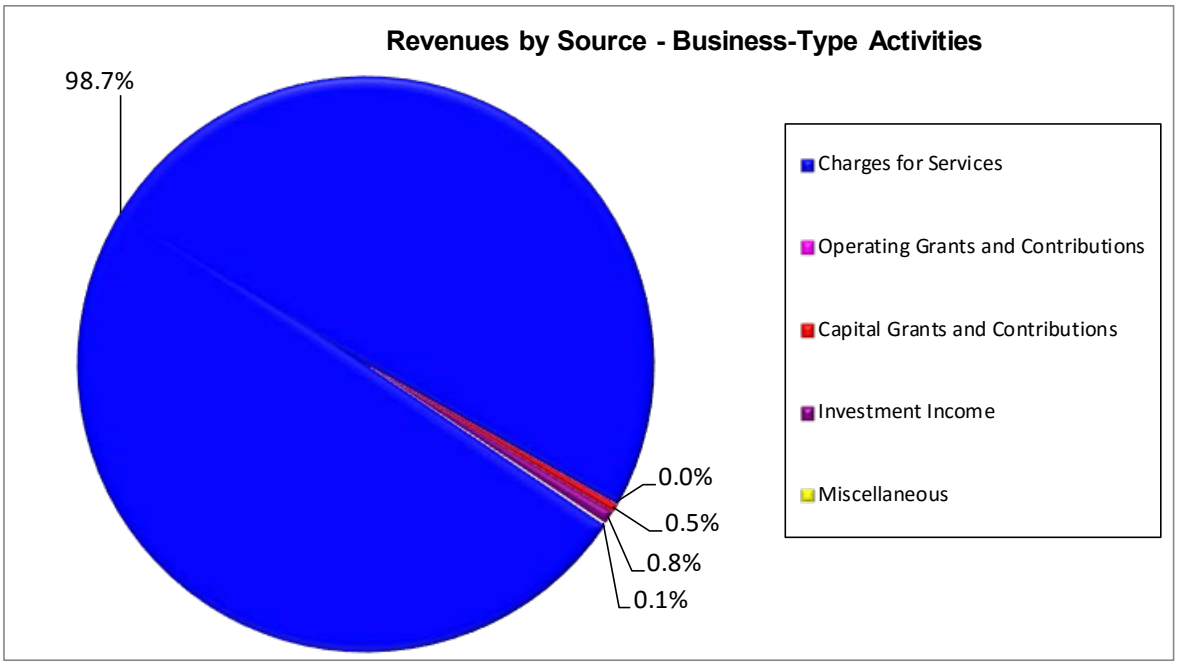
Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
Solid Waste	$ 10,109,956	30.4%	$ 15,372,530	45.6%	$ 5,262,574
Emergency Medical Service	13,616,039	41.0%	10,962,830	32.6%	(2,653,209)
Inspection Fund	2,500,120	7.5%	2,622,138	7.8%	122,018
Bay Center	7,006,138	21.1%	4,719,076	14.0%	(2,287,062)
	$ 33,232,253	100.0%	$ 33,676,574	100.0%	$ 444,321

% Revenue over Expenses	
Solid Waste	52.1%
Emergency Medical Service	-19.5%
Inspection Fund	4.9%
Bay Center	-32.6%



Revenues by Source – Business-type Activities

Description	Revenues	% of Total
Charges for Services	$ 33,521,924	98.7%
Operating Grants and Contributions	-	0.0%
Capital Grants and Contributions	154,650	0.5%
Investment Income	258,165	0.8%
Miscellaneous	43,243	0.1%
	$ 33,977,982	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

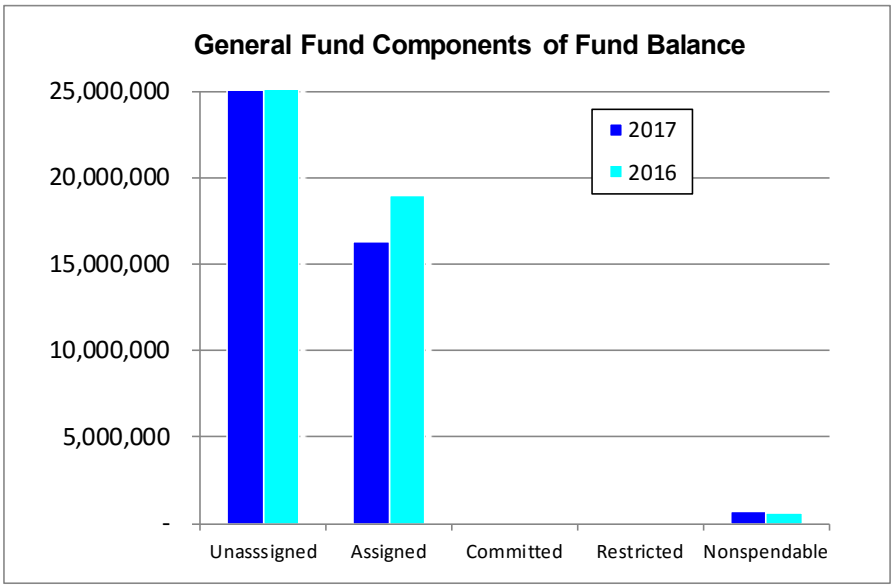
The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's 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.

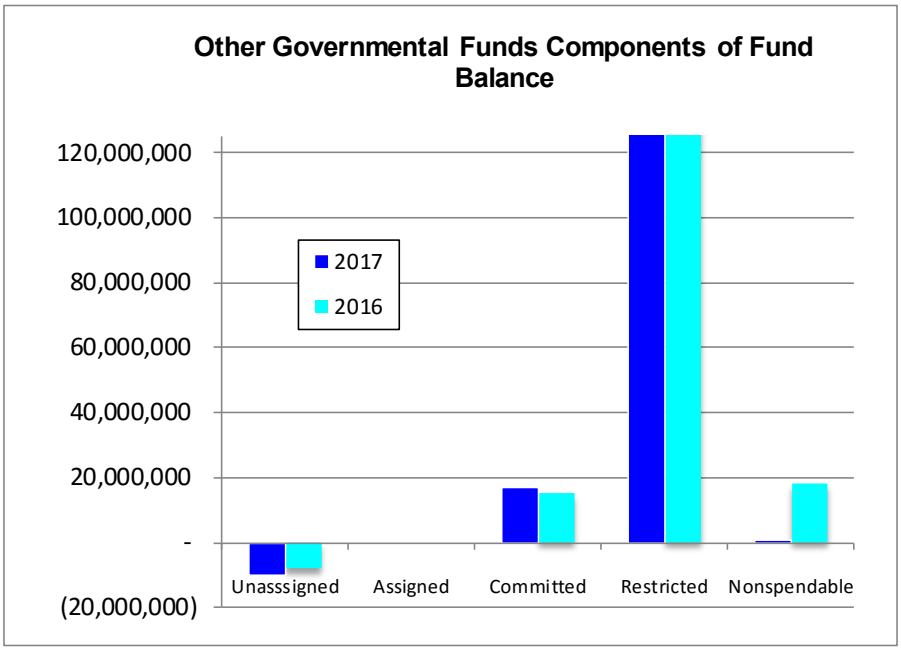
At the end of fiscal year 2017, the County's governmental funds reported combined fund balances of $299,776,559, an increase of $88,934,520 in comparison with the prior year. Approximately 7% of this

amount, $20,328,253 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 $244,778,968 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 $17,114,677 represent amounts committed by County ordinance, whereas *assigned fund balances* of $16,297,587 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 $1,257,074 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 $30,148,716 while total fund balance decreased to $47,140,325. 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 18.6% of the total General Fund expenditures, while total fund balance represents 29.1% 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:



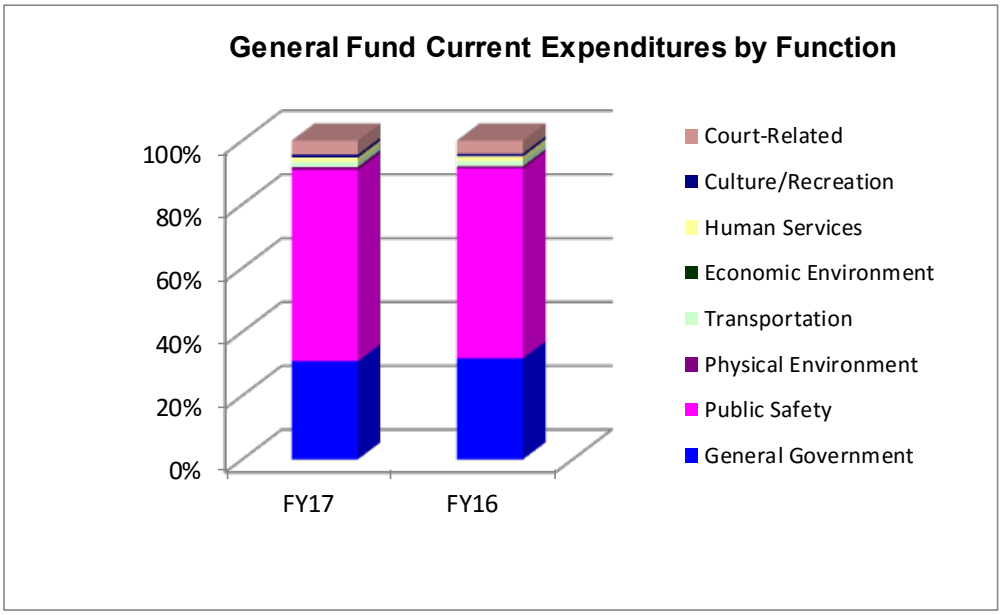


The decrease in fund balance of the County's General Fund was $138,144 during the current fiscal year, however, the change from prior year increased by $322,121. Key factors in this are as follows:

- 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 2016 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 FY17 and FY16 (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 $9,820,463 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 2017, the County collected approximately $3.9 million from federal sources and incurred an additional $5.5 million in disaster costs.

The CRA fund was established to account for the operations of the community redevelopment initiative. There are six 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 2017 restricted fund balance was $3,064,036 and this represents 192% of the fund's total expenditures and transfers out. The fund balance increased $248,216. While the TIF funding was increased from 65% to 75%, the increase was 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:

	2017	2016
Warrington CRA	$ 1,169,628	$ 1,104,192
Brownsville CRA	374,515	348,246
Englewood CRA	174,496	94,984
Palafox CRA	868,491	724,910
Barrancas CRA	329,106	339,963
Cantonment CRA	42,001	18,356
Neighborhood Restoration	105,799	185,169
	$ 3,064,036	$ 2,815,820

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 $80.8 million for a fund balance of $80,857,029. Other financing sources from the current year consisted primarily of proceeds from the bond issue.

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 $124,791,418 or 294% of the fund's total expenditures and transfers out. Fund balance increased $7,520,176, primarily as a result of increased local option sales tax revenue. Other factors include a 3.3% increase in the sales tax revenue, driven by improvements in the local economy, and capital expenditure increases of 31% 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:

	2017	2016
Solid Waste	$ 15,681,161	$ 13,062,720
Emergency Medical Service	8,012,906	11,317,058
Inspection	1,792,265	1,575,260
Bay Center	108,094	421,780
	$ 25,594,426	$ 26,376,818

Unrestricted net position for proprietary funds decreased $782,392 which is a (3.06) % 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 $5,171,084, ($2,888,109), $184,224 and ($977,128)

respectively. Solid Waste increases are due to franchise fees, and dumping fees attributable to increased tonnage from debris, construction and demolition waste.

General Fund Budgetary Highlights

The General Fund's original budget was decreased by $4,557,266, 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, transfers out for community redevelopment and road prison. The changes within functions are summarized in the following table.

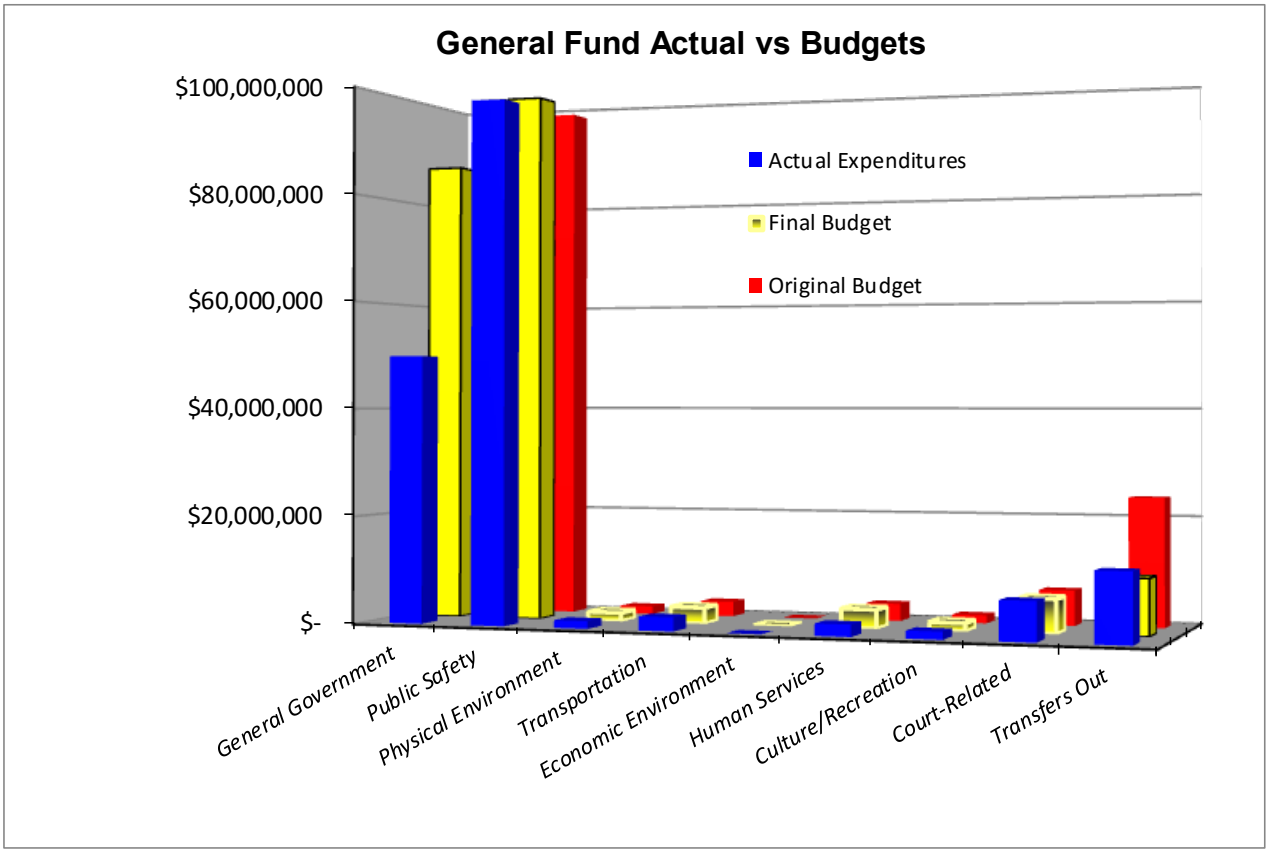
	Original Budget	Final Budget	Change
General Government	$ 79,126,464	$ 86,343,456	$ 7,216,992
Public Safety	97,820,109	99,255,003	1,434,894
Physical Environment	1,446,872	1,573,706	126,834
Transportation	2,768,986	2,944,738	175,752
Economic Environment	-	-	-
Human Services	3,207,230	3,464,094	256,864
Culture/Recreation	1,492,376	1,506,930	14,554
Court-Related	6,487,202	6,217,202	(270,000)
Transfers Out	23,764,978	10,251,822	(13,513,156)
	$ 216,114,217	$ 211,556,951	$ (4,557,266)

The General Fund under spent the final budget by $37,116,266 or 17.54% for expenditures and transfers out. The variance within functions is summarized in the table below:

	Actual Expenditures	Final Budget	Variance	
General Government	$ 49,801,826	$ 86,343,456	$ 36,541,630	42.3%
Public Safety	97,199,413	99,255,003	2,055,590	2.1%
Physical Environment	1,401,588	1,573,706	172,118	10.9%
Transportation	2,559,801	2,944,738	384,937	13.1%
Economic Environment	-	-	-	
Human Services	2,212,878	3,464,094	1,251,216	36.1%
Culture/Recreation	1,432,645	1,506,930	74,285	4.9%
Court-Related	7,182,781	6,217,202	(965,579)	-15.5%
Transfers Out	12,649,753	10,251,822	(2,397,931)	-23.4%
	$ 174,440,685	$ 211,556,951	$ 37,116,266	17.5%

General fund actual expenditures were less than anticipated expenditures by $37,116,266; of this amount $16.2 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 $2.7 million in salary and $3.5 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 $3.4 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, 2017 amounts to $604,810,320 (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 3.02%.

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

- Building projects continued with improvements to various community centers, Pensacola Beach Restrooms, and the Southwest Sports Complex Restrooms.
- Planning and construction began on the design phase of the new Jail Facility.
- Ongoing transportation infrastructure projects include Olive Road Corridor, IIDC Water System Upgrade, Portofino Traffic Calming, and the OFLX Property Design and Improvements.

- Net construction in progress (CIP) increased to $19,585,718 primarily due to improvements to transportation infrastructure consisting of more than 75 projects for roads, drainage, and bridge renovations.

- The net increase of $10 million in land was largely due to the purchase of the land for the new jail, development cost of the OFLX land which consists of 640 acres for the Navy Federal Expansion project and the continuation of land purchases for drainage improvements.

- Equipment purchases include the purchase of ambulances, tractors for the landfill, trucks, vehicles, computers, maintenance equipment and the Sheriff's capital projects.

- Software increases consist primarily of the purchase of court related software for official records use.

Escambia County, Florida
Capital Assets (Net)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	$ 60,615,067	$ 50,613,707	$ 5,793,269	$ 5,793,269	$ 66,408,336	$ 56,406,976
Construction in Progress	19,585,718	12,711,971	5,214,972	482,408	24,800,690	13,194,379
Equipment	139,051,028	136,214,390	27,482,200	26,326,615	166,533,228	162,541,005
Buildings and Improvements	233,745,208	231,508,755	37,292,723	37,585,407	271,037,931	269,094,162
Software	8,698,164	8,241,172	176,255	191,255	8,874,419	8,432,427
Infrastructure	825,604,696	800,078,206	45,177,511	45,037,499	870,782,207	845,115,705
	1,287,299,881	1,239,368,201	121,136,930	115,416,453	1,408,436,811	1,354,784,654
Less: Accumulated Depreciation	(732,224,709)	(700,569,777)	(71,401,782)	(67,953,768)	(803,626,491)	(768,523,545)
Capital Assets, net	$ 555,075,172	$ 538,798,424	$ 49,735,148	$ 47,462,685	$ 604,810,320	$ 586,261,109

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 $174,053,000. Of this amount, $29,064,000 consists of debt backed by Non-Ad valorem tax revenue. The remainder of the debt, $144,989,000 represents bonds and notes secured solely by specified revenue sources (i.e., sales tax and tourist development taxes).

Escambia County, Florida
Outstanding Notes and Bonded Debt

	Governmental Activities	
	2017	2016
Revenue Bonds	$ 118,395,000	$ 42,610,000
Revenue Notes	55,658,000	60,726,000
	$ 174,053,000	$ 103,336,000

The County's outstanding debt had a net increase of $70,717,000 or 68.43% during fiscal year 2017. The increase was attributable to the issuance of Sales Tax Revenue Bonds, Series 2017. 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 2017-2018 fiscal year budget.

- The annual average unemployment rate for the County for 2017 was 4.0%. The average adjusted rate for 2016 was 5.1%. This represents a decrease of 1.1% from the prior year unemployment rate.
- The taxable assessed value increased 6.3% in the 2017 fiscal year.
- Population increased to 315,187 at September 30, 2017. Based on adjusted population figures, population has continued to increase over the past several years.

During the current fiscal year, unassigned fund balance in the General Fund increased to $30,148,716. The County has budgeted $208,113,702 for spending in the 2018 fiscal year budget, and assigned $16,297,587 of the ending 2017 fund balance to the subsequent year's budget. The total ad valorem tax rate remained the same at 7.661 mills for the 2018 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, 2017

	Governmental Activities	Business-type Activities	Total	Component Units
ASSETS				
Cash and Cash Equivalents	$ 199,136,274	$ 33,649,017	$ 232,785,291	$ 6,529,131
Investments	104,375,669	18,523,135	122,898,804	524,933
Accounts Receivable, Net	3,717,153	5,727,132	9,444,285	271,052
Accrued Interest Receivable	484,352	-	484,352	-
Due from Other Governments	16,721,592	-	16,721,592	198,413
Internal Balances	-	-	-	-
Inventories	1,563,007	297,046	1,860,053	-
Assets Held for Investment	759,176	-	759,176	-
Prepaid Items	-	556	556	32,183
Other Assets	19,040,812	-	19,040,812	-
Capital Assets Not Being Depreciated	80,200,785	11,008,241	91,209,026	-
Capital Assets Net of Accumulated Depreciation	474,874,387	38,726,907	513,601,294	630,696
Total Assets	900,873,207	107,932,034	1,008,805,241	8,186,408
DEFERRED OUTFLOW OF RESOURCES				
Deferred Charge on Refunding	2,178,770	-	2,178,770	-
Pension Costs and Subsequent Contributions	91,135,957	8,175,694	99,311,651	326,621
Total deferred outflow of resources	93,314,727	8,175,694	101,490,421	326,621
LIABILITIES				
Accounts Payable	12,889,220	1,981,247	14,870,467	185,659
Contracts Payable	1,586,303	466,361	2,052,664	-
Accrued Liabilities	8,487,129	610,051	9,097,180	358,731
Compensated Absences Payable	-	126,149	126,149	-
Due to Other Governments	3,812,557	34,522	3,847,079	1,248,277
Deposits	432,689	24,434	457,123	-
Unearned Revenue	567,711	-	567,711	217,321
Other Current Liabilities	359,712	1,485,713	1,845,425	-
Escrow Deposits - restricted	-	412,921	412,921	-
Noncurrent Liabilities:				
Due Within One Year	13,534,040	78,066	13,612,106	-
Due in More Than One Year	404,948,881	33,990,950	438,939,831	4,658,946
Total Liabilities	446,618,242	39,210,414	485,828,656	6,668,934
DEFERRED INFLOW OF RESOURCES				
Deferred Revenue	1,203,311	-	1,203,311	722,037
Pension Costs	19,597,827	1,567,740	21,165,567	603,895
Total deferred inflow of resources	20,801,138	1,567,740	22,368,878	1,325,932
NET POSITION				
Net Investment in Capital Assets	463,840,289	49,735,148	513,575,437	630,696
Restricted for:				
Debt Service	1,666,811	-	1,666,811	-
Capital	125,329,981	-	125,329,981	942,257
Law Enforcement	6,227,965	-	6,227,965	-
Fire and Rescue	3,239,596	-	3,239,596	-
Economic & Community	9,997,419	-	9,997,419	-
Transportation	3,616,008	-	3,616,008	-
Other Purposes	14,893,765	-	14,893,765	-
Unrestricted	(102,043,280)	25,594,426	(76,448,854)	(1,054,790)
Total Net Position	$ 526,768,554	$ 75,329,574	$ 602,098,128	$ 518,163

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, 2017

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	$ 71,637,055	$ 5,378,284	$ 109,870	$ 60,000
Public Safety	148,552,980	22,684,033	4,923,785	2,444,387
Physical Environment	2,855,242	15,805,455	269,887	1,975,571
Transportation	48,568,666	7,053,002	5,462,783	4,576,007
Economic Environment	14,087,642	382,291	5,161,797	436,386
Human Services	2,678,651	-	185,617	-
Culture/Recreation	9,957,418	514,473	337,219	-
Court-Related	12,583,055	12,316,005	2,735,927	363,556
Interest on Long-Term Debt	4,574,479	-	-	-
Total Governmental Activities	315,495,188	64,133,543	19,186,885	9,855,907
Business-type Activities:				
Solid Waste	10,109,956	15,372,530	-	-
Emergency Medical Services	13,616,039	10,962,830	-	-
Inspection Fund	2,500,120	2,622,138	-	-
Bay Center	7,006,138	4,564,426	-	154,650
Total Business-type Activities	33,232,253	33,521,924	-	154,650
Total Primary Government	$ 348,727,441	$ 97,655,467	$ 19,186,885	$ 10,010,557
Component Units:				
Escambia County Law Library	$ 83,497	$ 84,595	$ -	$ -
Santa Rosa Island Authority	5,899,198	4,835,309	-	1,101,532
Total Component Units	$ 5,982,695	$ 4,919,904	$ -	$ 1,101,532
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				
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
$ (66,088,901)	$ -	$ (66,088,901)	
(118,500,775)	-	(118,500,775)	
15,195,671	-	15,195,671	
(31,476,874)	-	(31,476,874)	
(8,107,168)	-	(8,107,168)	
(2,493,034)	-	(2,493,034)	
(9,105,726)	-	(9,105,726)	
2,832,433	-	2,832,433	
(4,574,479)	-	(4,574,479)	
(222,318,853)	-	(222,318,853)	
-	5,262,574	5,262,574	
-	(2,653,209)	(2,653,209)	
-	122,018	122,018	
-	(2,287,062)	(2,287,062)	
-	444,321	444,321	
(222,318,853)	444,321	(221,874,532)	
			$ 1,098
			37,643
			38,741
110,050,775	-	110,050,775	-
66,761,764	-	66,761,764	-
1,370,509	-	1,370,509	-
2,461,336	-	2,461,336	-
18,797,746	-	18,797,746	-
8,477,607	-	8,477,607	-
10,598,123	-	10,598,123	-
957,141	-	957,141	-
44,149	-	44,149	-
2,135,634	258,165	2,393,799	20,978
2,907,799	43,243	2,951,042	74,440
(744,342)	744,342	-	-
223,818,241	1,045,750	224,863,991	95,418
1,499,388	1,490,071	2,989,459	134,159
525,269,166	73,839,503	599,108,669	384,004
$ 526,768,554	$ 75,329,574	$ 602,098,128	$ 518,163

ESCAMBIA COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2017

	General Fund - County Wide	Disaster Recovery Fund	Community Redevelopment Agency Fund	Series 2017 Capital Project Fund
ASSETS				
Cash and Cash Equivalents	$ 37,162,516	$ 178,681	$ 1,995,813	$ 51,520,073
Investments	16,638,417	102,049	1,139,861	29,424,460
Accounts Receivable	1,124,311	-	-	-
Accrued Interest Receivable	484,352	-	-	-
Due from Other Funds	176,410	-	-	-
Advances Receivable from Other Funds	-	-	-	-
Due from Other Governments	2,953,205	1,182,575	-	-
Inventories	694,022	-	-	-
Assets Held for Investment	-	-	-	-
Other Assets	3,432,057	-	-	-
Total Assets	$ 62,665,290	$ 1,463,305	$ 3,135,674	$ 80,944,533
LIABILITIES				
Accounts Payable	$ 2,140,352	$ 98,885	$ 46,217	$ 87,504
Contracts Payable	27,254	191,450	-	-
Accrued Liabilities	6,550,469	-	25,421	-
Due to Other Funds	359,693	-	-	-
Advances Payable to Other Funds	-	10,993,433	-	-
Due to Other Governments	2,279,681	-	-	-
Deposits	215,117	-	-	-
Unearned Revenue	172,837	-	-	-
Other Current Liabilities	359,712	-	-	-
Total Liabilities	12,105,115	11,283,768	71,638	87,504
DEFERRED INFLOW OF RESOURCES				
Unavailable Revenue - Capital Lease	3,419,850	-	-	-
Total Deferred Inflow of Resources	3,419,850	-	-	-
FUND BALANCES (deficits):				
Nonspendable:				
Inventories	694,022	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Service	-	-	-	-
Debt Service	-	-	-	-
Economic & Community Development	-	-	3,064,036	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Jail Facility	-	-	-	80,857,029
Law Enforcement	-	-	-	-
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Tech	-	-	-	-
Resource Conservation	-	-	-	-
Housing Assistance	-	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Service	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Assigned to:				
Subsequent Year's Budget	16,297,587	-	-	-
Unassigned	30,148,716	(9,820,463)	-	-
Total Fund Balances	47,140,325	(9,820,463)	3,064,036	80,857,029
Total Liabilities, Deferred Inflows of Resources, and Fund Balance (deficit)	$ 62,665,290	$ 1,463,305	$ 3,135,674	$ 80,944,533

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

Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 57,950,033	$ 40,484,853	$ 189,291,969
33,096,778	18,804,309	99,205,874
647,375	1,183,828	2,955,514
-	-	484,352
-	252,555	428,965
14,020,078	-	14,020,078
8,068,111	4,405,260	16,609,151
-	563,052	1,257,074
-	759,176	759,176
15,608,755	-	19,040,812
$ 129,391,130	$ 66,453,033	$ 344,052,965
$ 3,111,815	$ 5,178,708	$ 10,663,481
1,208,449	159,150	1,586,303
90,978	1,770,631	8,437,499
60,695	882,419	1,302,807
-	3,026,645	14,020,078
126,715	1,080,436	3,486,832
1,060	215,956	432,133
-	394,874	567,711
-	-	359,712
4,599,712	12,708,819	40,856,556
-	-	3,419,850
-	-	3,419,850
-	563,052	1,257,074
-	3,895,078	3,895,078
-	297,809	297,809
15,608,755	1,666,811	17,275,566
18,718,713	472,310	22,255,059
-	3,239,596	3,239,596
-	32,619	32,619
-	2,833,734	2,833,734
-	-	80,857,029
-	357,315	357,315
-	3,153,703	3,153,703
-	836,153	836,153
-	2,768,044	2,768,044
-	2,771,846	2,771,846
-	791,563	791,563
-	6,160,549	6,160,549
-	4,248,956	4,248,956
90,463,950	2,113,250	92,577,200
-	427,149	427,149
-	1,732,713	1,732,713
-	9,828,850	9,828,850
-	1,218,435	1,218,435
-	4,334,679	4,334,679
-	-	16,297,587
-	-	20,328,253
124,791,418	53,744,214	299,776,559
$ 129,391,130	$ 66,453,033	$ 344,052,965

ESCAMBIA COUNTY, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS

TO THE STATEMENT OF NET POSITION

as of September 30, 2017

Total fund balances of governmental funds		$ 299,776,559
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 $1,285,687,501 Accumulated depreciation and amortization is $731,265,657. The difference does not include the net capital assets of the internal service funds $653,328 which are included below.		554,421,844
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.		3,875,074
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.		2,216,539
Deferred inflows and outflow of resources related to debt: Deferred charge on refunding (to be amortized as interest expense)		2,178,770
Deferred outflows and inflows of resources related to pensions 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	90,788,111	
Deferred inflows of resources - Pensions	(19,530,443)	
		71,257,668
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 $11,421,203 which is included above. Long-term liabilities at year-end consist of:		
Bonds payable	118,395,000	
Notes payable	55,658,000	
Bond issuance premiums	10,593,411	
Pollution remediation	155,000	
Compensated absences	25,850,534	
Other post employment benefits	10,555,757	
Net pension liability proportionate share	185,750,198	
		(406,957,900)
Total net position of governmental activities		$ 526,768,554

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
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2017

	General Fund - County Wide	Disaster Recovery Fund	Community Redevelopment Agency Fund
REVENUES			
Taxes	$ 105,885,806	$ -	$ 1,798,706
Permits and Fees	-	-	-
Franchise Fees	12,811,095	-	-
Special Assessments	893,381	-	-
Intergovernmental Revenues	34,266,264	3,918,939	-
Charges for Services	10,835,940	-	-
Judgments and Fines	1,619,445	-	-
Investment Income	675,827	11,969	16,968
Miscellaneous Revenues	2,865,826	-	6,688
Total Revenues	169,853,584	3,930,908	1,822,362
EXPENDITURES			
Current:			
General Government	49,801,826	-	1,597,575
Public Safety	97,199,413	5,547,182	-
Physical Environment	1,401,588	-	-
Transportation	2,559,801	-	-
Economic Environment	-	-	-
Human Services	2,212,878	-	-
Culture/Recreation	1,432,645	-	-
Court-Related	7,182,781	-	-
Debt Service:			
Principal Retirement	-	-	-
Interest and Fiscal Charges	-	-	-
Bond Issuance Costs	-	-	-
Capital Outlay	-	-	-
Total Expenditures	161,790,932	5,547,182	1,597,575
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,062,652	(1,616,274)	224,787
OTHER FINANCING SOURCES (USES)			
Transfers In	4,448,957	-	23,429
Transfers (Out)	(12,649,753)	-	-
Issuance of Bonds Payable	-	-	-
Premium(Discount) on Notes/Bonds	-	-	-
Total Other Financing Sources and (Uses)	(8,200,796)	-	23,429
Net Change in Fund Balances	(138,144)	(1,616,274)	248,216
Fund Balances - Beginning	47,278,469	(8,204,189)	2,815,820
Fund Balances - Ending	$ 47,140,325	$ (9,820,463)	$ 3,064,036

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

Series 2017 Capital Project Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ 42,588,368	$ 29,946,629	$ 180,219,509
-	-	327,086	327,086
-	-	1,936,147	14,747,242
-	-	17,828,057	18,721,438
-	5,932,592	22,923,809	67,041,604
-	232,176	14,372,978	25,441,094
-	-	1,280,835	2,900,280
217,682	817,049	319,352	2,058,847
-	393,785	2,340,866	5,607,165
217,682	49,963,970	91,275,759	317,064,265
-	2,091,781	1,642,995	55,134,177
684	-	29,701,652	132,448,931
-	2,500	1,981,022	3,385,110
-	1,294,302	29,869,987	33,724,090
-	-	14,635,620	14,635,620
-	131,861	104,474	2,449,213
-	1,409,042	5,478,071	8,319,758
-	-	4,103,019	11,285,800
-	-	7,343,000	7,343,000
-	1,866	3,959,238	3,961,104
-	-	551,878	551,878
6,523,416	35,353,081	177,374	42,053,871
6,524,100	40,284,433	99,548,330	315,292,552
(6,306,418)	9,679,537	(8,272,571)	1,771,713
-	48,487	20,343,948	24,864,821
(1,578,977)	(2,207,848)	(10,007,860)	(26,444,438)
78,060,000	-	-	78,060,000
10,682,424	-	-	10,682,424
87,163,447	(2,159,361)	10,336,088	87,162,807
80,857,029	7,520,176	2,063,517	88,934,520
-	117,271,242	51,680,697	210,842,039
$ 80,857,029	$ 124,791,418	$ 53,744,214	$ 299,776,559

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, 2017

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

Net change in fund balances - total governmental funds		$ 88,934,520
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 ($51,748,124) exceeds depreciation ($35,180,728) in the current period. Total capital additions consist of capital expenditures of $50,602,869 and non-cash contributions of $1,145,255 for donated roads.		16,567,396
Collections of principal on long-term sales type lease receivable provides current financial resources to governmental funds.		(69,665)
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:		
Debt issued or repaid:		
Issuance of Bonds	(78,060,000)	
Discount (premium) on issuance	(10,682,424)	
Principal repayments	7,343,000	
Amortization of deferred charge on refunding	(150,510)	
Amortization of interest expense on bond premium	89,013	
		(81,460,921)

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, 2017

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	4,607	
Changes in other post employment benefits	(465,090)	
Changes in pollution remediation	120,000	
		(340,483)
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		(14,213,298)
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.		(220,345)
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.		(7,697,816)
Change in net position of governmental activities:		$ 1,499,388

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, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Over (Under)
	Original	Final		
REVENUES				
Taxes	$ 106,946,472	$ 106,946,472	$ 105,885,806	$ (1,060,666)
Franchise Fees	12,445,475	12,445,475	12,811,095	365,620
Special Assessments	911,347	911,347	893,381	(17,966)
Intergovernmental Revenues	29,157,092	29,181,661	34,266,264	5,084,603
Charges for Services	9,589,983	10,127,036	10,835,940	708,904
Judgments and Fines	1,126,000	1,126,000	1,619,445	493,445
Investment Income	120,100	120,100	675,827	555,727
Miscellaneous Revenues	2,000,673	2,269,564	2,865,826	596,262
Total Revenues	162,297,142	163,127,655	169,853,584	6,725,929
EXPENDITURES				
Current:				
General Government	79,126,464	86,343,456	49,801,826	36,541,630
Public Safety	97,820,109	99,255,003	97,199,413	2,055,590
Physical Environment	1,446,872	1,573,706	1,401,588	172,118
Transportation	2,768,986	2,944,738	2,559,801	384,937
Human Services	3,207,230	3,464,094	2,212,878	1,251,216
Culture/Recreation	1,492,376	1,506,930	1,432,645	74,285
Court-Related	6,487,202	6,217,202	7,182,781	(965,579)
Total Expenditures	192,349,239	201,305,129	161,790,932	39,514,197
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,052,097)	(38,177,474)	8,062,652	46,240,126
OTHER FINANCING SOURCES (USES)				
Transfers In	11,808,657	1,806,361	4,448,957	2,642,596
Transfers (Out)	(23,764,978)	(10,251,822)	(12,649,753)	(2,397,931)
Total Other Financing Sources and (Uses)	(11,956,321)	(8,445,461)	(8,200,796)	244,665
Net Change in Fund Balance	(42,008,418)	(46,622,935)	(138,144)	46,484,791
Fund Balance - Beginning	42,008,418	46,622,935	47,278,469	655,534
Fund Balance - Ending	$ -	$ -	$ 47,140,325	$ 47,140,325

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, 2017

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Intergovernmental Revenues	$ -	$ 6,072,601	$ 3,918,939	$ (2,153,662)
Investment Income	-	-	11,969	11,969
Miscellaneous Revenues	-	40,000	-	(40,000)
Total Revenues	-	6,112,601	3,930,908	(2,181,693)
EXPENDITURES				
Current:				
Public Safety	-	6,112,601	5,547,182	565,419
Total Expenditures	-	6,112,601	5,547,182	565,419
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(1,616,274)	(1,616,274)
Net Change in Fund Balance	-	-	(1,616,274)	(1,616,274)
Fund Balance - Beginning	-	-	(8,204,189)	(8,204,189)
Fund Balance - Ending	$ -	$ -	$ (9,820,463)	$ (9,820,463)

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, 2017

	Budgeted Amounts			
	Original	Final	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES				
Taxes	$ 1,875,000	$ 1,798,706	$ 1,798,706	$ -
Intergovernmental Revenues	17,500	17,500	-	(17,500)
Investment Income	-	-	16,968	16,968
Miscellaneous Revenues	-	-	6,688	6,688
Total Revenues	1,892,500	1,816,206	1,822,362	6,156
EXPENDITURES				
Current:				
General Government	2,304,759	4,637,955	1,597,575	3,040,380
Total Expenditures	2,304,759	4,637,955	1,597,575	3,040,380
Excess (Deficiency) of Revenues Over (Under) Expenditures	(412,259)	(2,821,749)	224,787	3,046,536
OTHER FINANCING SOURCES (USES)				
Transfers In	-	23,429	23,429	-
Total Other Financing Sources and (Uses)	-	23,429	23,429	-
Net Change in Fund Balance	(412,259)	(2,798,320)	248,216	3,046,536
Fund Balance - Beginning	412,259	2,798,320	2,815,820	17,500
Fund Balance - Ending	$ -	$ -	$ 3,064,036	$ 3,064,036

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, 2017

	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	$ 11,979,307	$ 8,272,119	$ 3,684,464	$ 23,935,890	$ 9,844,305
Restricted Assets Available for Current Liabilities	204,498	-	286,489	490,987	-
Investments	12,224,010	4,724,252	1,574,873	18,523,135	5,169,795
Accounts Receivable, Net of Allowance for Uncollectable Accounts	1,572,840	3,952,310	201,982	5,727,132	761,639
Due from Other Funds	-	-	-	-	873,842
Due from Other Governments	-	-	-	-	112,441
Inventories	-	248,359	48,687	297,046	305,933
Prepaid Items	-	-	556	556	-
Total Current Assets	25,980,655	17,197,040	5,797,051	48,974,746	17,067,955
Noncurrent Assets:					
Restricted Assets:					
Escrow Deposits - restricted	126,432	-	286,489	412,921	-
Saufley C&D - restricted	532,535	-	-	532,535	-
Landfill Escrow	8,767,671	-	-	8,767,671	-
Less: Portion Classified as Current	(204,498)	-	(286,489)	(490,987)	-
Total restricted assets	9,222,140	-	-	9,222,140	-
Capital Assets:					
Land	5,786,826	6,443	-	5,793,269	-
Buildings	10,344,586	1,100,349	25,847,788	37,292,723	399,564
Improvements Other than Buildings	41,996,773	86,275	3,094,463	45,177,511	937,373
Machinery, Equipment and Vehicles	14,385,146	10,439,914	2,657,140	27,482,200	275,443
Intangibles	-	176,255	-	176,255	-
Construction in Progress	5,214,972	-	-	5,214,972	-
Less: Accumulated Depreciation	(37,048,892)	(7,844,804)	(26,508,086)	(71,401,782)	(959,052)
Total Capital Assets (Net)	40,679,411	3,964,432	5,091,305	49,735,148	653,328
Total Noncurrent Assets	49,901,551	3,964,432	5,091,305	58,957,288	653,328
Total Assets	75,882,206	21,161,472	10,888,356	107,932,034	17,721,283
DEFERRED OUTFLOW OF RESOURCES					
Pension Cost and Subsequent Contributions	943,775	6,436,256	795,663	8,175,694	347,846
Total deferred outflow of resources	943,775	6,436,256	795,663	8,175,694	347,846

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION - Continued
PROPRIETARY FUNDS
September 30, 2017

	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	$ 1,188,697	$ 185,958	$ 606,592	$ 1,981,247	$ 2,225,739
Contracts Payable	466,361	-	-	466,361	-
Accrued Liabilities	119,220	400,140	90,691	610,051	49,630
Compensated Absences Payable	52,648	40,488	33,013	126,149	97,015
Estimated Claims Payable	-	-	-	-	2,732,972
Due to Other Governments	21,402	1,718	11,402	34,522	325,725
Deposits	2,022	-	22,412	24,434	556
Other Current Liabilities	-	-	1,485,713	1,485,713	-
Current Liabilities Payable from Restricted Assets:					
Landfill Closure Costs Payable	78,066	-	-	78,066	-
Escrow Deposits - restricted	126,432	-	286,489	412,921	-
Total Current Liabilities	2,054,848	628,304	2,536,312	5,219,464	5,431,637
Noncurrent Liabilities:					
Compensated Absences Payable	474,853	365,367	297,660	1,137,880	873,880
Other Post Employment Benefits	132,582	410,505	99,915	643,002	62,098
Net Pension Liability	1,948,743	13,023,775	1,610,399	16,582,917	706,564
Estimated Claims Payable	-	-	-	-	7,052,492
Landfill Closure Costs Payable	15,627,151	-	-	15,627,151	-
Total Noncurrent Liabilities	18,183,329	13,799,647	2,007,974	33,990,950	8,695,034
Total Liabilities	20,238,177	14,427,951	4,544,286	39,210,414	14,126,671
DEFERRED INFLOW OF RESOURCES					
Unamortized Pension Costs	227,232	1,192,439	148,069	1,567,740	67,384
Total deferred inflow of resources	227,232	1,192,439	148,069	1,567,740	67,384
NET POSITION					
Net Investment in Capital Assets	40,679,411	3,964,432	5,091,305	49,735,148	653,328
Unrestricted	15,681,161	8,012,906	1,900,359	25,594,426	3,221,746
Total Net Position	$ 56,360,572	$ 11,977,338	$ 6,991,664	$ 75,329,574	$ 3,875,074

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, 2017

	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	$ 15,372,530	$ 10,962,830	$ 7,186,564	$ 33,521,924	$ 32,354,084
Miscellaneous Revenues	759	3,500	38,984	43,243	-
Total Operating Revenues	15,373,289	10,966,330	7,225,548	33,565,167	32,354,084
Operating Expenses:					
Personal Services	2,701,024	9,546,876	2,017,817	14,265,717	1,588,332
Contracted Services	830,267	222,564	5,969,960	7,022,791	-
Claims Incurred and Change in Estimate	-	-	-	-	7,807,557
Supplies and Materials	482,111	944,405	34,767	1,461,283	-
Repairs and Maintenance	1,003,284	659,846	130,946	1,794,076	72,913
Other Services and Charges	1,343,013	847,218	355,092	2,545,323	4,164,470
Depreciation	2,981,026	1,248,948	822,258	5,052,232	70,303
Provision for Closure and Long Term Care	267,327	-	-	267,327	-
Premiums/Claims Expense	361,548	145,634	175,418	682,600	27,260,387
Total Operating Expenses	9,969,600	13,615,491	9,506,258	33,091,349	40,963,962
Operating Income (Loss)	5,403,689	(2,649,161)	(2,280,710)	473,818	(8,609,878)
Nonoperating Revenues (Expenses):					
Investment Income	171,413	68,834	17,918	258,165	76,787
Gain (Loss) on Disposal of Capital Assets	(140,356)	(548)	-	(140,904)	-
Total Nonoperating Revenues (Expenses)	31,057	68,286	17,918	117,261	76,787
Income (Loss) Before Transfers and Contributions	5,434,746	(2,580,875)	(2,262,792)	591,079	(8,533,091)
Transfer In	34,181	26,276	1,315,238	1,375,695	2,425,000
Transfer (Out)	(297,843)	(333,510)	-	(631,353)	(1,589,725)
Capital Contributions	-	-	154,650	154,650	-
Change in Net Position	5,171,084	(2,888,109)	(792,904)	1,490,071	(7,697,816)
Net Position - Beginning	51,189,488	14,865,447	7,784,568	73,839,503	11,572,890
Net Position - Ending	$ 56,360,572	$ 11,977,338	$ 6,991,664	$ 75,329,574	$ 3,875,074

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, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities -
	Solid Waste Fund	Emergency Medical Services Fund	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows from Operating Activities					
Receipts from customers and users	$15,959,832	$ 12,404,823	$ 6,955,623	$ 35,320,278	$ 4,968,468
Receipts from interfund risk/benefits managemen	-	-	-	-	23,326,197
Receipts from interfund fleet/fuel management	-	-	-	-	3,338,246
Payments to suppliers	(2,531,465)	(2,754,976)	(6,644,646)	(11,931,087)	(39,576,974)
Payments to employees	(2,528,136)	(8,512,872)	(1,870,709)	(12,911,717)	(1,170,044)
Net Cash Provided (Used) by Operating Activities	10,900,231	1,136,975	(1,559,732)	10,477,474	(9,114,107)
Cash Flows from Noncapital Financing Activities					
Transfers to other funds	(297,843)	(333,510)	-	(631,353)	(1,589,725)
Transfers from other funds	34,181	26,276	1,315,238	1,375,695	2,425,000
Advances due to/from other funds	-	-	-	-	(146,247)
Net Cash Provided (Used) by Noncapital Financing Activities	(263,662)	(307,234)	1,315,238	744,342	689,028
Cash Flows from Capital and Related Financing Activities					
Acquisition/construction of capital assets	(5,674,025)	(1,665,539)	28,615	(7,310,949)	-
Loss from disposal of capital assets	-	-	-	-	-
Landfill closure costs paid	(91,326)	-	-	(91,326)	-
Net Cash (Used) by Capital and Related Financing Activities	(5,765,351)	(1,665,539)	28,615	(7,402,275)	-
Cash Flows from Investing Activities					
Sale (purchase) of investments	(232,946)	1,049,232	68,126	884,412	4,258,660
Interest received	171,413	68,834	17,918	258,165	76,787
Net Cash Provided (Used) by Investing Activities	(61,533)	1,118,066	86,044	1,142,577	4,335,447
Net Increase (Decrease) in Cash and Cash Equivalents	4,809,685	282,268	(129,835)	4,962,118	(4,089,632)
Cash and cash equivalents at beginning of year	16,596,260	7,989,851	4,100,788	28,686,899	13,933,937
Cash and cash equivalents at end of year	$21,405,945	$ 8,272,119	$ 3,970,953	$ 33,649,017	$ 9,844,305
Cash and Cash Equivalents Classified As:					
Current assets	$11,979,307	$ 8,272,119	$ 3,684,464	$ 23,935,890	$ 9,844,305
Current restricted assets	204,498	-	286,489	490,987	-
Noncurrent restricted assets	9,222,140	-	-	9,222,140	-
Total Cash and Cash Equivalents	$21,405,945	$ 8,272,119	$ 3,970,953	$ 33,649,017	$ 9,844,305

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	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)	$ 5,403,689	$ (2,649,161)	$ (2,280,710)	$ 473,818	$ (8,609,878)
Depreciation	2,981,026	1,248,948	822,258	5,052,232	70,303
Provision for closure and postclosure	267,327	-	-	267,327	-
Change in Assets and Liabilities:					
Accounts receivable	576,957	1,438,493	(104,094)	1,911,356	(250,022)
Inventories	-	54,582	20,679	75,261	(46,456)
Prepaids	-	-	(21)	(21)	27,318
Accounts payable	1,000,995	9,633	6,952	1,017,580	465,305
Accrued liabilities	3,479	9,900	(3,787)	9,592	2,544
Due to other governments	21,402	476	(6,073)	15,805	(237,097)
Customer deposits	9,586	-	6,598	16,184	(50,448)
Other current liabilities	-	-	(172,429)	(172,429)	-
Compensated absences	24,811	(7,826)	20,682	37,667	(78,980)
Other post employment benefits	6,085	21,545	7,972	35,602	9,209
Net pension liability proportionate share and related deferred outflows/inflows of resources	138,513	1,010,385	122,241	1,271,139	64,812
Claims payable	-	-	-	-	(480,717)
Total Adjustments	5,496,542	3,786,136	720,978	10,003,656	(504,229)
Net Cash Provided (Used) by Operating Activities	$ 10,900,231	$ 1,136,975	$ (1,559,732)	$ 10,477,474	$ (9,114,107)
Schedule of non-cash capital activities:					
Contributions of capital assets	$ -	$ -	$ 154,650	$ -	$ -

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, 2017

ASSETS		
Cash and Cash Equivalents	$	8,775,278
Accounts Receivable		477,035
Total Assets	$	9,252,313
LIABILITIES		
Due to Other Governments	$	3,468,209
Due to Individuals		2,360,146
Other Current Liabilities		3,423,958
Total Liabilities	$	9,252,313

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, 2017

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
ASSETS			
Cash and Cash Equivalents	$ 52,816	$ 4,143,769	$ 4,196,585
Investments	-	524,933	524,933
Accounts Receivable	-	271,052	271,052
Due from Other Governments	3,729	194,684	198,413
Prepaid Items	-	32,183	32,183
Total Current Assets	56,545	5,166,621	5,223,166
Noncurrent Assets:			
Restricted Assets:			
Cash and Cash Equivalents	-	2,332,546	2,332,546
Capital Assets, Net of Depreciation	7,665	623,031	630,696
Total Noncurrent Assets	7,665	2,955,577	2,963,242
Total Assets	64,210	8,122,198	8,186,408
DEFERRED OUTFLOWS OF RESOURCES			
Pension	-	326,621	326,621
Total deferred outflow of resources	-	326,621	326,621
LIABILITIES			
Accounts Payable	2,362	183,297	185,659
Accrued Liabilities	-	358,731	358,731
Due to Other Governments	-	1,248,277	1,248,277
Unearned Revenue	-	217,321	217,321
Total Current Liabilities	2,362	2,007,626	2,009,988
Noncurrent Liabilities:			
Compensated Absences	-	78,143	78,143
Other Post Employment Benefits	-	79,242	79,242
Net Pension Liability	-	756,561	756,561
Other Noncurrent Liabilities	-	3,745,000	3,745,000
Total Noncurrent Liabilities	-	4,658,946	4,658,946
Total Liabilities	2,362	6,666,572	6,668,934
DEFERRED INFLOW OF RESOURCES			
Unearned Revenues	-	142,129	142,129
Unearned Consideration fees	-	579,908	579,908
Pension	-	603,895	603,895
Total Deferred Inflow of Resources	-	1,325,932	1,325,932
NET POSITION			
Invested in Capital Assets	7,665	623,031	630,696
Restricted for Capital Improvements	-	942,257	942,257
Unrestricted	54,183	(1,108,973)	(1,054,790)
Total Net Position	$ 61,848	$ 456,315	$ 518,163

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, 2017

	Governmental Activities	Business-Type Activities	
	Escambia County Law Library Board	Santa Rosa Island Authority	Total Component Units
EXPENSES			
Governmental Activites:			
General Government	$ 83,497	$ -	$ 83,497
Business Type Activities:			
Operating Expenses	-	5,899,198	5,899,198
Total Program Expenses	83,497	5,899,198	5,982,695
PROGRAM REVENUES			
Charges for Services	84,595	4,835,309	4,919,904
Capital Grants and Contributions	-	1,101,532	1,101,532
Total Program Revenue	84,595	5,936,841	6,021,436
Net Program (Revenue) Expenses	(1,098)	(37,643)	(38,741)
GENERAL REVENUES			
Investment Income	-	20,978	20,978
Miscellaneous	-	74,440	74,440
Total General Revenues	-	95,418	95,418
Change in Net Position	1,098	133,061	134,159
Net Position - Beginning	60,750	323,254	384,004
Net Position - Ending	$ 61,848	$ 456,315	$ 518,163

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. Six 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.

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, 2017, for the joint ventures are as follows:

STATEMENTS OF NET POSITION
SEPTEMBER 30, 2017

	HRC	PEDC
Assets	$ 23,826	$ 7,475,323
Liabilities	4,074	3,019,538
Net Position		
Restricted:	-	61,198
Unrestricted:	19,752	
Committed	-	52,309
Unassigned	-	4,342,278
Total net position	$ 19,752	$ 4,455,785

STATEMENTS OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2017

	HRC	PEDC
Revenues	$ 193,281	$ 2,477,425
Expenses	(188,029)	(2,450,553)
Change in net position	5,252	26,872
Net position - beginning	14,500	4,428,913
Net position - ending	$ 19,752	$ 4,455,785

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.

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 others internally dedicated resources are reported as general revenues rather than as program revenue. Internally dedicated resources are reported as general revenues rather than program revenues.

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 2017, 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 2017, 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 and FLCLASS Investment Pool, which are reported at amortized cost. 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 $4.674 million. This allowance is comprised of $3.893 million for ambulance receivables in the Emergency Medical Services Fund; $662,000 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, $4,000 for the Mass Transit 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 two 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 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.

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. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits* (OPEB) the government-wide and proprietary fund financial statements report the annual OPEB expense and related OPEB liabilities (assets) of postemployment benefits other than pensions. 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 to/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 balances - 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, 2017, the County's carrying value of cash and cash equivalents totaled $241,560,569, which is presented as $232,785,291 in the statement of net position and $8,775,278 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 51 days as of September 30, 2017. 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, 2017 is 80 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 also 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 averages to maturity "WAM" of 56 days as of September 30, 2017. 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, 2017 is 77 days. There are no restrictions on redemptions. FLCLASS is rated by Standard and Poors. The current rating is AAAm.

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, 2017 the carrying amount of the County's cash deposits totaled $99,697,545, cash in money market funds totaled $61,485,521, the County's investment in the Florida Prime Investment Pool totaled $75,324,969, and the County's investment in FLCLASS totaled $5,052,533.

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 January 2017. The policy allows for the following investments: US Government Securities, US Government Agencies, Federal Instruments, Interest Bearing Time Deposit or Savings Accounts, 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 $122,898,804 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, 2017, interest receivable on the County's investment portfolio amounted to $484,352.

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:				
Corporate Notes	4,999,331	0.44	A+	4.07%
Total short term investments	4,999,331			4.07%
Long Term Investments:				
United States Treasury Securities	38,397,517	3.08	AA+	31.24%
Federal Instruments	35,140,225	1.63	AA+	28.59%
Corporate Notes	20,251,729	3.03	A+	16.48%
State and/or Local Government Debt	3,933,004	1.79	AA-	3.20%
Local Government Investment Pool	20,176,998	1.74	AAA	16.42%
Total long term investments	117,899,473			95.93%
Total Fair Value	$ 122,898,804			100.00%
Portfolio Weighted Average Duration		2.29		

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, 2017, Escambia County had the following recurring fair value measurements.

	9/30/2017	Level 1	Level 2	Level 3
Investments by fair value level				
Debt Securities				
Corporate Notes - Long Term	$ 20,251,729	$ 20,251,729	$ -	$ -
Corporate Notes - Short Term	4,999,331	4,999,331	-	-
United States Treasury Securities	38,397,517	38,397,517	-	-
Federal Instruments	35,140,225	35,140,225	-	-
Local Government Investment Pool	20,176,998	20,176,998	-	-
State and/or Local Government Debt	3,933,004	3,933,004	-	-
Total debt securities	$ 122,898,804	$ 122,898,804	$ -	$ -
Investments (cash equivalents) measured at the net asset value (NAV)				
LGIP - Florida Prime Investment Pool	75,324,969			
LGIP - FLCLASS	5,052,533			
Total investments measured at the NAV	80,377,502			
Total investments measured at fair value	**$ 203,276,306**			

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, 2017, the investments had a weighted average duration of 2.29 years.

The County had $4,414,519 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
166764AA8	Chevron Corp (Callable) Notes	12/5/2017	$ 749,640	Continuous	11/5/2017
06406HDB2	Bank of New York Mellon Corp (Callable) Notes	5/22/2017	2,001,668	Continuous	4/22/2018
46625HQJ2	JP Morgan Chase Corp (Callable) Notes	3/1/2021	1,009,998	Continuous	2/1/2021
92826CAG7	Visa (Callable) Notes	9/15/2022	653,213	Continuous	8/15/2022
			$4,414,519		

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 A-1, 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.

- 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" by Standard & Poor's or the equivalent by another rating agency.

As of September 30, 2017, the majority of the County's investment securities in the amount of $122,898,804 were all individually rated AA+, A+ or A-1 by Standard & Poors Rating Services. The County's $75,324,969 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, 2017 was AAAm. Additional information for the Florida Prime Investment Pool can be found at https://www.sbafla.com/prime/.

The County's $20,176,988 investment in the Local Government Investment Pool Short-Term Bond Fund is rated by Standard and Poors. The current rating as of September 30, 2017 was AAAf. Additional information for the Florida Trust Short-Term Bond fund can be found at http://www.floridatrustonline.com.

The County's $5,052,533 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, 2017 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, 2017, 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%
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)(3)	50%	25%
Florida Local Government Surplus Funds Trust Funds ("FL Prime") (2)	25%	25%

(1) Treasury Strips are limited to 10% of available funds
(2) Fund may not contain derivatives
(3) Does not include "FL Prime"

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 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Not Being Depreciated:				
Land	$ 50,613,707	$ 10,001,360	$ -	$ 60,615,067
Construction In Progress	12,711,971	7,320,820	(447,073)	19,585,718
Total Capital Assets, Not Being Depreciated	63,325,678	17,322,180	(447,073)	80,200,785
Capital Assets, Being Depreciated and Amortized:				
Buildings and Improvements	231,508,755	2,236,453	-	233,745,208
Equipment	136,214,390	6,653,082	(3,816,444)	139,051,028
Intangible Computer Software	8,241,172	456,992	-	8,698,164
Infrastructure	800,078,206	25,526,490	-	825,604,696
Total Capital Assets Being Depreciated	1,176,042,523	34,873,017	(3,816,444)	1,207,099,096
Less Accumulated Depreciation For:				
Buildings and Improvements	(104,251,017)	(6,954,687)	-	(111,205,704)
Equipment	(108,281,256)	(9,482,977)	3,596,099	(114,168,134)
Intangible Computer Software	(5,320,097)	(690,655)	-	(6,010,752)
Infrastructure	(482,717,407)	(18,122,712)	-	(500,840,119)
Total Accumulated Depreciation	(700,569,777)	(35,251,031)	3,596,099	(732,224,709)
Total Capital Assets, Being Depreciated, Net	475,472,746	(378,014)	(220,345)	474,874,387
Governmental Activities Capital Assets, Net	$ 538,798,424	$ 16,944,166	$ (667,418)	$ 555,075,172

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	$ 5,000,063
Public Safety	7,707,167
Physical Environment	478,668
Transportation	17,245,122
Economic Environment	779,451
Human Services	127,971
Culture/Recreation	2,352,551
Court Related	1,489,735
Capital Assets held by the government's Internal Service Fund and charged to individual functions based on usage	70,303
Total Depreciation Expense - Governmental Activities	$ 35,251,031

The following shows the changes in capital assets of business type activities:

	Primary Government			
Business-type Activities	**Beginning Balance 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Not Being Depreciated:				
Land	$ 5,793,269	$ -	$ -	$ 5,793,269
Construction In Progress	482,408	4,732,564	-	5,214,972
Total Capital Assets, Not Being Depreciated	6,275,677	4,732,564	-	11,008,241
Capital Assets, Being Depreciated:				
Buildings and Improvement	37,585,407	65,211	(357,895)	37,292,723
Equipment	26,326,615	2,570,121	(1,414,536)	27,482,200
Intangible Computer Software	191,255	-	(15,000)	176,255
Infrastructure	45,037,499	140,012	-	45,177,511
Total Capital Assets Being Depreciated	109,140,776	2,775,344	(1,787,431)	110,128,689
Less Accumulated Depreciation For:				
Buildings and Improvements	(27,450,440)	(870,242)	176,860	(28,143,822)
Equipment	(17,437,659)	(2,505,885)	1,412,358	(18,531,186)
Intangible Computer Software	(174,480)	(16,775)	15,000	(176,255)
Infrastructure	(22,891,189)	(1,659,330)	-	(24,550,519)
Total Accumulated Depreciation	(67,953,768)	(5,052,232)	1,604,218	(71,401,782)
Total Capital Assets, Being Depreciated, Net	41,187,008	(2,276,888)	(183,213)	38,726,907
Total Business-Type Activities Capital Assets, Net	$ 47,462,685	$ 2,455,676	$ (183,213)	$ 49,735,148

The following is a summary of business-type activities depreciation expense by program:

Depreciation Business-type activities:	
Solid Waste Fund	$ 2,981,026
Inspections Fund	33,847
Emergency Medical Service Fund	1,248,948
Bay Center Fund	788,411
Total Depreciation Expense - Business-type Activities	$ 5,052,232

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	$ 60,615,067	$ 5,793,269	$ 66,408,336
Construction In Progress	19,585,718	5,214,972	24,800,690
Total Capital Assets, Not Being Depreciated:	80,200,785	11,008,241	91,209,026
Capital Assets, Being Depreciated and Amortized, Net:			
Buildings	233,745,208	37,292,723	271,037,931
Equipment	139,051,028	27,482,200	166,533,228
Intangible Computer Software	8,698,164	176,255	8,874,419
Infrastructure	825,604,696	45,177,511	870,782,207
Capital Assets, Being Depreciated:	1,207,099,096	110,128,689	1,317,227,785
Less: Accumulated Depreciation	(732,224,709)	(71,401,782)	(803,626,491)
Total Capital Assets, Being Depreciated, Net:	474,874,387	38,726,907	513,601,294
Total Capital Assets, Net	$ 555,075,172	$ 49,735,148	$ 604,810,320

C. Construction and Other Contractual Commitments

The following is a summary of major construction and other contractual commitments outstanding as of September 30, 2017:

Projects	Spent-to-Date	Remaining Commitment
Governmental Activities:		
Building Projects	$ 278,798	$ 521,931
County Jail Facility	2,882,430	1,263,240
Environmental Projects	1,691,072	5,040,829
Road & Bridge Projects	26,802,431	24,381,047
Pensacola Beach Projects	1,527,395	1,414,804
Economic Development Projects	23,075,754	4,686,333
Parks Projects	296,461	238,073
Toll Facility Projects	664,583	3,743,706
Vehicles and Equipment	27,116	670,150
Transit	420,960	240,181
Disaster Recovery-Flood Projects	2,516,542	531,583
Total	$ 60,183,542	$ 42,731,877
Business Type Activities		
Solid Waste Landfill Projects	$ 5,973,117	$ 1,037,688
Building Inspections Equipment	-	10,467
Public Safety Equipment	-	48,582
Public Safety Emergency Management Projects	11,161	68,754
Total	$ 5,984,278	$ 1,165,491

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, 2017, was as follows:

	Component Unit			
Santa Rosa Island Authority	**Beginning Balance 10/1/2016**	**Increases**	**Decreases**	**Ending Balance 9/30/2017**
Capital Assets, Being Depreciated:				
Buildings	1,110,272	17,277	-	1,127,549
Improvements other than Buildings	10,807	-	-	10,807
Equipment	219,410	44,312	(24,687)	239,035
Total Capital Assets Being Depreciated	1,340,489	61,589	(24,687)	1,377,391
Less Accumulated Depreciation For:				
Capital Assets	(731,666)	(47,381)	24,687	(754,360)
Capital Assets, Net	$ 608,823	$ 14,208	$ -	$ 623,031

The following is a summary of the component unit business-type activities depreciation expense by program:

Depreciation component unit:	
Santa Rosa Island Authority	$ 47,381
Total Depreciation Expense - Component Unit	$ 47,381

NOTE – 4 INTERFUND RECEIVABLES, PAYABLES, ADVANCES, AND TRANSFERS

The composition of interfund balances as of September 30, 2017 is as follows:

	Receivable From Other Funds	**Payable to Other Funds**
Major Funds:		
General Fund	$ 176,410	$ 359,693
Major Capital Project Fund:		
Local Option Sales Tax Fund (LOST)	-	60,695
Non-major Funds:		
Special Revenue Funds	252,555	882,419
Internal Service Fund	873,842	-
	$ 1,302,807	$ 1,302,807

	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)	14,020,078	-
Non-major Funds:		
Special Revenue Funds	-	3,026,645
	$ 14,020,078	$ 14,020,078

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	$ 4,448,957	$ 12,649,753
Major Special Revenue Funds:		
CRA	23,429	-
Major Capital Project Fund:		
2017 Series Capital Project Fund	-	1,578,977
Local Option Sales Tax (LOST)	48,487	2,207,848
Major Enterprise Fund:		
Solid Waste Fund	34,181	297,843
Emergency Medical Service Fund	26,276	333,510
Non-major Funds:		
Special Revenue Funds	7,798,114	10,007,860
Debt Service Funds	12,545,834	-
Enterprise Funds	1,315,238	-
Internal Service Fund	2,425,000	1,589,725
	$ 28,665,516	$ 28,665,516

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, 2017 is as follows:

	General Fund	LOST Fund	Total
PEDC receivable	$ 12,207	$ 2,178,913	$ 2,191,120
IHMC loan receivable	-	8,469,842	8,469,842
SRIA loan receivable	-	4,960,000	4,960,000
PDC lease receivable	3,419,850	-	3,419,850
	$ 3,432,057	$ 15,608,755	$ 19,040,812

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. 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, 2017 the cumulative amounts borrowed by IHMC totaled $11,771,348. The remaining available amount to borrow of $228,652 is expected to be drawn in 2018 as construction and renovation is concluded. 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, 2017 was $8,469,842. IHMC is committed to making the following payments to the County under the payment plan:

Year	
2018	$ 1,011,675
2019	1,012,067
2020	1,011,736
2021	1,011,684
2022	1,011,878
2023-2028	6,069,969
	$ 11,129,009

C. 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 $8.5million 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, 2017 was $4,960,000. SRIA is committed to making the following payments to the County under the payment plan:

Year		
2018	$	1,215,000
2019		1,230,000
2020		1,250,000
2021		1,265,000
	$	4,960,000

D. 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, 2017 future lease payments totaling $3,419,850 consists of principal of $2,216,539, and interest of $1,203,311. 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, 2017, were as follows:

Capital Lease Receivable		
Balance 10/01/2016	$	2,286,204
Additions		-
Principal reductions		(69,665)
Balance 09/30/2017	$	2,216,539

Future Lease Payments		
2018	$	182,392
2019		182,392
2020		182,392
2021		182,392
2022		182,392
2023-2036		2,507,890
Total minimum lease payment		3,419,850
less: amount representing interest		(1,203,311)
Present value of minimum lease payments	$	2,216,539

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, 2017:

	Balance 10/1/16	Additions	Reductions	Balance 9/30/2017	Due Within One Year
Governmental Activities:					
Revenue bonds payable	$ 42,610,000	$ 78,060,000	$ (2,275,000)	$ 118,395,000	$ 2,850,000
Revenue notes payable	60,726,000	-	(5,068,000)	55,658,000	5,174,000
Bonds/notes payable	103,336,000	78,060,000	(7,343,000)	174,053,000	8,024,000
Unamortized Bond Issue Premiums	-	10,682,424	(89,013)	10,593,411	-
Total bonds/notes payable	103,336,000	88,742,424	(7,432,013)	184,646,411	8,024,000
Claims payable	10,266,181	7,807,557	(8,288,274)	9,785,464	2,732,972
Compensated absences	26,905,016	13,672,635	(13,756,222)	26,821,429	2,682,068
Net other post employment benefits	10,143,556	939,695	(465,396)	10,617,855	-
Net pension liability *	163,585,863	22,870,899	-	186,456,762	-
Pollution remediation obligation	275,000	-	(120,000)	155,000	95,000
Governmental activities long-term liabilities	$ 314,511,616	$ 134,033,210	$ (30,061,905)	$ 418,482,921	$ 13,534,040
Business-type Activities:					
Compensated absences	$ 1,226,362	$ 901,837	$ (864,170)	$ 1,264,029	$ 126,149
Net other post employment benefits	607,400	27,630	7,972	643,002	-
Net pension liability *	14,546,787	2,036,130	-	16,582,917	-
Landfill closure costs	15,529,216	176,001	-	15,705,217	78,066
Business-type activities Long-term liabilities	$ 31,909,765	$ 3,141,598	$ (856,198)	$ 34,195,165	$ 204,215

* 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, 2017, there are no business type-activity notes or bonds payable.

The following is a schedule of bonds and notes outstanding at September 30, 2017:

	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	$ 14,815,000	3.110%	10/1/2031
Sales Tax Refunding Revenue Bond					
Series 2011	Refunding	29,535,000	25,520,000	3.060%	10/1/2031
Sales Tax Revenue Bonds,					
Series 2017	Capital Project	78,060,000	78,060,000	2%-5%	10/1/2047
Total Revenue Bonds			118,395,000		
Revenue Notes:					
Sales Tax Refunding Revenue Note					
Series 2012	Refunding	$ 48,040,000	$ 38,890,000	2.820%	10/1/2032
Tourist Development Refunding Revenue Note					
Series 2012	Refunding	8,406,000	2,519,000	1.599%	10/1/2019
Capital Improvement Revenue Note					
Series 2013	Capital Project	12,000,000	9,289,000	3.140%	10/1/2028
Capital Improvement Revenue Note					
Series 2014	Capital Project	8,500,000	4,960,000	1.390%	10/1/2021
Total Revenue Notes			55,658,000		
Total Bonds & Notes Payable - Governmental Activities			**$ 174,053,000**		

C. Pledged Revenues

Escambia County has pledged certain revenues to repay certain bonds and notes outstanding at September 30, 2017. 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, 2017:

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	$ 1,322,015	$ 18,388,623	99%	$ 1,321,715	2031
Sales Tax Refunding Revenue Bond Series 2011	Half Cent Sales Tax	24,173,396	31,543,533	9.3%	2,264,976	2031
Sales Tax Revenue Bond Series 2017	Half Cent Sales Tax	24,173,396	158,921,500	21.9%	1,016,675	2047
Sales Tax Refunding Revenue Note Series 2012	Half Cent Sales Tax	24,173,396	48,794,315	13.5%	3,107,398	2032
Tourist Development Refunding Revenue Note Series2012	Tourist Development Tax	9,298,123	2,579,586	13.9%	1,295,026	2019
Capital Improvement Revenue Note Series 2013	Non-Ad valorem	1,011,992	11,129,009	100%	1,011,533	2019
Capital Improvement Revenue Note Series 2014	Non-Ad valorem	1,281,055	5,133,542	100%	1,280,555	2021
Total Revenue Bonds and Notes - Governmental Activities			$ 276,490,108		$ 11,297,878	

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, 2017:

	Balance 10/1/16	Additions	(Reductions)	Balance 9/30/17
Governmental Activities:				
Board of County Commissioners	$ 13,034,693	$ 5,974,642	$ (6,039,524)	$ 12,969,811
Clerk	593,836	369,788	(334,729)	628,895
Property Appraiser	406,353	332,758	(350,461)	388,650
Supervisor of Elections	172,099	101,623	(90,252)	183,470
Sheriff	11,156,544	5,928,092	(5,910,937)	11,173,699
Tax Collector	491,616	424,416	(410,023)	506,009
Internal Service Fund - BCC	263,083	159,619	(139,624)	283,078
Internal Service Fund - Clerk	786,792	381,697	(480,672)	687,817
	$ 26,905,016	$ 13,672,635	$ (13,756,222)	$ 26,821,429
Business-type Activities:				
Solid Waste Fund	$ 502,690	$ 203,009	$ (178,198)	$ 527,501
Inspection Fund	309,991	413,743	(393,061)	330,673
Emergency Medical Service Fund	413,681	285,085	(292,911)	405,855
	$ 1,226,362	$ 901,837	$ (864,170)	$ 1,264,029

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, 2017:

	Balance 10/1/16	Additions	(Reductions)	Balance 9/30/17
Governmental Activities:				
Governmental Activities	$ 10,143,556	$ 939,695	$ (465,396)	$ 10,617,855
	$ 10,143,556	$ 939,695	$ (465,396)	$ 10,617,855
Business-type Activities:				
Solid Waste Fund	$ 126,497	$ 6,085	$ -	$ 132,582
Emergency Medical Service Fund	388,960	21,545	-	410,505
Inspections Fund	91,943	-	7,972	99,915
	$ 607,400	$ 27,630	$ 7,972	$ 643,002

F. Net Pension Liability

The following is a summary schedule of the net pension liability as of September 30, 2017:

Net pension liability FRS

	Balance 10/1/16	Increase (Decrease)	Balance 9/30/17
Governmental Activities:			
Governmental Activities	$ 124,927,291	$ 25,307,150	$ 150,234,441
	$ 124,927,291	$ 25,307,150	$ 150,234,441
Business-type Activities:			
Solid Waste Fund	$ 1,308,710	$ 245,506	$ 1,554,216
Inspections Fund	1,089,857	216,663	1,306,520
Emergency Medical Service Fund	8,789,541	1,790,853	10,580,394
	$ 11,188,108	$ 2,253,022	$ 13,441,130
Total NPL FRS	**$ 136,115,399**	**$ 27,560,172**	**$ 163,675,571**

Net pension liability HIS

	Balance 10/1/16	Increase (Decrease)	Balance 9/30/17
Governmental Activities:			
Governmental Activities	$ 38,658,572	$ (2,436,251)	$ 36,222,321
	$ 38,658,572	$ (2,436,251)	$ 36,222,321
Business-type Activities:			
Solid Waste Fund	$ 418,161	$ (23,634)	$ 394,527
Inspections Fund	324,736	(20,857)	303,879
Emergency Medical Fund	2,615,782	(172,401)	2,443,381
	$ 3,358,679	$ (216,892)	$ 3,141,787
Total NPL HIS	**$ 42,017,251**	**$ (2,653,143)**	**$ 39,364,108**
Governmental Activities:	$ 163,585,863	$ 22,870,899	$ 186,456,762
Business-type Activities:	14,546,787	2,036,130	16,582,917
Total NPL	**$ 178,132,650**	**$ 24,907,029**	**$ 203,039,679**

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	
2018	$ 2,850,000	$ 4,938,659	$ 5,174,000	$ 1,512,828	$ 14,475,487
2019	2,925,000	4,856,319	5,293,000	1,396,463	14,470,782
2020	3,020,000	4,766,677	4,121,000	1,279,845	13,187,522
2021	3,115,000	4,668,873	4,220,000	1,175,502	13,179,375
2022	3,225,000	4,562,508	3,045,000	1,071,211	11,903,719
2023-2027	17,875,000	20,748,919	16,594,000	3,965,314	59,183,233
2028-2032	17,575,000	17,774,301	17,211,000	1,577,289	54,137,590
2033-2037	17,585,000	14,402,500	-	-	31,987,500
2038-2042	22,130,000	9,852,400	-	-	31,982,400
2043-2047	28,095,000	3,887,500	-	-	31,982,500
Total	$ 118,395,000	$ 90,458,656	$ 55,658,000	$ 11,978,452	$ 276,490,108

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	$ 860,000	to	$ 1,280,000	
Sales Tax Refunding Revenue Bond, Series 2011	$ 1,490,000	to	$ 2,205,000	
Sales Tax Revenue Bond, Series 2017	$ 500,000	to	$ 6,180,000	
Revenue Notes:				
Sales Tax Refunding Revenue Note, Series 2012	$ 1,990,000	to	$ 5,225,000	
Tourist Development Refunding Revenue Note, Series 2012	$ 1,249,000	to	$ 1,270,000	
Capital Improvement Revenue Note, Series 2013	$ 720,000	to	$ 981,000	
Capital Improvement Revenue Note, Series 2014	$ 1,215,000	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. 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.

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, 2017, the outstanding conduit debt of Escambia County is $376,250,000.

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, 2017, Perdido Landfill's Class I capacity is at 42.42%, leaving an estimated life of thirty eight (38) years remaining. The accrued cost for closure care and postclosure care as of September 30, 2017, is $15,705,217. The remaining closure and postclosure costs to be recognized, based upon the

current engineering estimates are $21,552,801, 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, 2017. 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, 2017 is $8,767,671.

Closure and Postclosure Care Liability:

	2017	2016
Current	$ 78,066	$ 86,410
Long-term	15,627,151	15,442,806
Total Liability	$ 15,705,217	$ 15,529,216

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 $80,000 during fiscal year 2017. Revised estimates for projected costs through 2019 are $75,000.

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, 2017 in the governmental activities statement of net position is estimated to be approximately $155,000.

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 $9,785,464 reported in the Internal Service Fund at September 30, 2017 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:

	2017	2016
Unpaid claims, beginning	$ 9,369,181	$ 8,347,339
Claims incurred and changes in estimates	7,599,557	9,309,658
Less: claims paid	(8,288,274)	(8,287,816)
Unpaid claims, ending	$ 8,680,464	$ 9,369,181
Estimated claims due within one year	(1,627,972)	(1,675,057)
Estimated claims due longer than one year	$ 7,052,492	$ 7,694,124

Medical:

	2017	2016
Unpaid claims, beginning	$ 897,000	$ -
Changes in estmates	208,000	897,000
Claims incurred	36,884,506	16,478,448
Less: claims paid	(36,884,506)	(16,478,448)
Unpaid claims, ending	$ 1,105,000	$ 897,000
Estimated claims due within one year	(1,105,000)	(897,000)
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 or by email at rep@dms.myflorida.com . 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 2017 and 2018 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, 2017 and two preceding FRS fiscal years are as follows:

	7/1/17-9/30/17	7/1/16-6/30/16	7/1/15-6/30/16	7/1/14-6/30/15
Regular Class - Members not qualifying for other classes:	7.92%	7.52%	7.26%	7.37%
Senior Management:	22.71%	21.77%	21.43%	21.14%
Elected Officials Class:	45.50%	42.47%	42.27%	43.23%
Deferred Retirement Option Program (DROP):	13.26%	12.99%	12.88%	12.28%
Special Risk Class - Members employed as law enformement officers, firefighters, or correctional officers meet the criteria to qualify for this class:	23.27%	22.57%	22.04%	19.82%
Special Risk Administrative Support:	34.63%	28.06%	32.95%	42.07%

For the years ending September 30, 2017, 2016, 2015, the County contributed $17,499,025, $16,500,788, and $15,080,049 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, 2017, the County reported a liability of $203,039,679 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. 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, 2017, the County's change in proportion was an increase from its proportion measured as of June 30, 2016.

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, 2017	$ 163,675,571	$ 39,364,108	$ 203,039,679
County's proportion at June 30, 2017	0.0055334	0.0036815	
County's proportion at June 30, 2016	0.0053907	0.0036052	
Change in proportion during current year	0.0001428	0.0000763	

For the fiscal year ended September 30, 2017, the County recognized pension expense of $15,549,249.

At September 30, 2017, 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	$ 15,021,479	$ 906,679	$ -	$ 81,962	$ 14,032,838
Changes in assumptions	55,006,547	-	5,533,240	3,403,856	57,135,931
Net difference between projected and actual earnings on pension plan investments	-	4,056,290	21,830	-	(4,034,460)
Changes in proportion and differences between County contributions and proportionate share of contributions	15,360,187	9,823,632	4,505,479	2,893,148	7,148,886
County contributions subsequent to the measurement date	3,420,314	-	442,575	-	3,862,889
	$ 88,808,527	$ 14,786,601	$ 10,503,124	$ 6,378,966	$ 78,146,084

The $3,862,889 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, 2018. 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)
2018	$ (9,215,317)	$ (1,147,699)	$ (10,363,016)
2019	(24,493,656)	(1,140,349)	(25,634,005)
2020	(17,125,989)	(1,136,821)	(18,262,810)
2021	(3,499,244)	(852,290)	(4,351,534)
2022	(11,835,178)	(336,105)	(12,171,283)
Thereafter	(4,432,226)	931,313	(3,500,913)
TOTALS	$ (70,601,610)	$ (3,681,951)	$ (74,283,561)

The total FRS pension liability as of the actuarial valuation date of July 1, 2017 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	7/1/2017
Measurement Date	6/30/2017
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	7.10%
Long-term expected rate of return, net of investment expense, including inflation	7.10%
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	7/1/2016
Measurement Date	6/30/2017
Actuarial Assumptions:	
Discount rate	3.58%
Long-term expected rate of return, net of investment expense, including inflation	N/A
Municipal bond rate	3.58%
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, 2017 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 7.10%, 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%	3.0%	3.0%	1.8%
Fixed income	18%	4.5%	4.4%	4.2%
Global equity	53%	7.8%	6.6%	17.0%
Real estate	10%	6.6%	5.9%	12.8%
Private equity	6%	11.5%	7.8%	30.0%
Strategic investments	12%	6.1%	5.6%	9.7%
	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 6.10%	Current Discount Rate 7.10%	1% Increase 8.10%
$ 296,392,301	$ 163,675,571	$ 53,614,317

HIS Net Pension Liability (Asset)		
1% decrease 2.58%	Current Discount Rate 3.58%	1% Increase 4.58%
$ 44,919,660	$ 39,364,108	$ 34,736,640

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 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. The County may amend the OPEB plan at its discretion. A stand-alone financial report is not prepared for the OPEB plan.

The County engaged an actuarial firm to determine the estimated obligation associated with the plan. As of the valuation date of October 1, 2015, there were no significant changes in the benefits of the plan. A roll forward calculation was prepared using a payroll growth factor of 3%.

At October 1, 2015, the date of the latest actuarial valuation, plan participation consisted of:

OPEB plan participants	2,446
Retirees receiving benefits	285

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. During 2017, the County made $939,695 in contributions toward the implicit rate subsidy.

The County's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the County's OPEB cost for the year, the amount actually contributed to the plan, and changes in the County's net OPEB obligation:

	FY17 Valuation as of 10/01/15
Normal Cost (service cost for one year)	$ 826,557
Amortization of Unfunded Actuarial Accrued Liability (UAAL)	603,821
Interest on Normal Cost and Amortization	-
Annual Required Contribution (ARC)	1,430,378
Annual Required Contribution (ARC)	1,430,378
Interest on Net OPEB Obligation	430,038
Adjustment to ARC	(410,820)
Annual OPEB Cost (Expense)	1,449,596
Employer Contributions Made	939,695
Increase (Decrease) in Net OPEB Obligation	509,901
Net OPEB Obligation at beginning of year	10,750,956
Net OPEB Obligation at end of Year	$ 11,260,857

The County's annual OPEB cost, the percentage of annual expected employer contributions toward OPEB cost and the net OPEB obligation for 2017 with two applicable preceding years was as follows:

Fiscal Year Ending	Annual OPEB Cost	Employer Contribution	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$ 1,684,678	$ 927,117	55.03%	$ 10,236,801
9/30/2016	$ 1,419,947	$ 905,792	63.79%	$ 10,750,956
9/30/2017	$ 1,449,596	$ 939,695	64.82%	$ 11,260,857

Funding Policy and Status - As of October 1, 2015, the valuation date, the plan was 0% funded. The actuarial accrued liability (AAL) for benefits was $15,865,973 and the actuarial value of assets was $0, resulting in an unfunded actuarial accrued liability (UAAL) of $15,865,973. The covered payroll (annual payroll of active employees covered by the OPEB Plan) was approximately $110 million and the ratio of the UAAL to the covered payroll was 14.42%.

Actuarial Methods and Assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Calculations for financial reporting purposes are based on the plan as understood by the employer and the plan members and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

The actuarial methods and assumptions are:

Actuarial cost method	Projected unit credit cost
Amortization method	Level percent of pay, open
Amortization period remaining	30 years
Asset valuation method	Unfunded - Market value of assets
Actuarial assumptions:	
Investment rate of return*	4% compounded annually
Projected salary increases*	3.0%
Payroll growth assumptions	3.0%
Medical cost trend rate*	
Pre-Medicare	7.5%
Ultimate trend rate*	
Pre-Medicare	5.0%
Year of ultimate trend rate	2020
*Includes general inflation at	3.25%

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, 2017 are as follows:

Court-Related	$	3,895,078
Culture & Recreation		3,153,703
Health		32,619
Resource Conservation		791,563
Records Modernization		2,771,846
Tourism		4,248,956
	$	14,893,765

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, 2017, Escambia County abated property taxes totaling $1,521,384 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 new light weight containerboard manufacturer for machinery and equipment. The abatement amounted to $682,793.
- 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 $472,362.
- A 62% property tax abatement to a manufacturer of nylon products to expand and equip the existing production facility. The abatement amounted to $150,798
- A 100% property tax abatement for business expansion of a leading supplier of filtration, separation and purification technologies. The abatement amounted to $119,115.
- 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 $96,316.

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 not have a material adverse effect on the financial position of the County.

C. Deficit Fund Equity

At September 30, 2017 the Disaster Recovery Special Revenue Fund, a major fund, has a deficit fund balance of $9,820,463. The deficit is due to expenditures due to the April 2014 flood event, and expenditures that were unreimbursed through grant funding.

NOTE 13 – SUBSQUENT EVENTS

In December 2017, the County awarded the construction contract to Whitesell-Green Inc. for design build services and approved alterations for the new County Jail Facility. The estimated construction cost is $132.4 million.

The County has evaluated events and transactions that occurred between September 30, 2017, and February 9, 2018, 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.

REQUIRED SUPPLEMENTARY INFORMATION

Other Post Employment Benefits:

- Schedule of funding progress for other post employment benefits

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 FUNDING PROGRESS FOR OTHER POSTEMPLOYMENT BENEFITS

Actuarial Valuation Date	Actuarial Value of Assets (a)	Accrued Liability (AAL) Projected Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered payroll (c)	UAAL as a Percentage of Covered Payroll ([b-a]/c)
10/1/2011	$ -	$ 16,618,209	$ 16,618,209	0.00%	$ 103,012,933	16.13%
10/1/2013	$ -	$ 17,763,326	$ 17,763,326	0.00%	$ 105,128,055	16.90%
10/1/2015	$ -	$ 15,865,973	$ 15,865,973	0.00%	$ 110,057,073	14.42%

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)	2017	2016	2015
County's proportion of the net pension liability (asset)	0.55334444%	0.539069213%	0.491069200%
County's proportion of the net pension liability (asset)	$ 163,675,571	$ 136,115,399	$ 63,428,173
County's covered payroll	$ 90,995,678	$ 86,066,707	$ 82,216,864
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	179.87%	158.15%	77.15%
FRS plan fiduciary net position as a percentage of the total pension liability	83.89%	84.88%	92.00%

Health Insurance Subsidy (HIS)	2017	2016	2015
County's proportion of the net pension liability (asset)	0.368148238%	0.360521192%	0.352411204%
County's proportion of the net pension liability (asset)	$ 39,364,108	$ 42,017,251	$ 35,940,399
County's covered payroll	$ 115,857,560	$ 111,319,337	$ 100,474,785
County's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	33.98%	37.74%	35.77%
FRS plan fiduciary net position as a percentage of the total pension liability	1.64%	0.97%	0.50%

* 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

2014
0.478135639%
$ 29,173,305
$ 83,923,116
34.76%
96.09%

2014
0.341734437%
$ 31,953,004
$ 96,394,207
33.15%
0.99%

ESCAMBIA COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE COUNTY'S CONTRIBUTIONS

Last 10 Fiscal Years*

Florida Retirement System (FRS)	**2017**	**2016**	**2015**
Contractually required contribution	$ 14,404,918	$ 13,146,062	$ 11,972,684
Contributions in relation to the contractually required contribution	(14,404,918)	(13,146,062)	(11,972,684)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 89,221,118	$ 87,227,854	$ 87,179,508
Contributions as a percentage of covered payroll	16.15%	15.07%	13.73%

Health Insurance Subsidy (HIS)	**2017**	**2016**	**2015**
Contractually required contribution	$ 1,948,347	$ 1,847,901	$ 1,347,135
Contributions in relation to the contractually required contribution	(1,948,347)	(1,847,901)	(1,347,135)
Contribution deficiency (excess)	$ -	$ -	$ -
County's covered payroll	$ 117,370,301	$ 103,777,681	$ 103,414,127
Contributions as a percentage of covered payroll	1.66%	1.78%	1.30%

* 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

2014
$ 10,473,200
$ (10,473,200)
$ -
$ 86,379,678
12.12%

2014
$ 1,170,667
$ (1,170,667)
$ -
$ 97,555,583
1.20%

ESCAMBIA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The following changes in actuarial assumptions occurred in 2017:

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 7.6% to 7.1%, and the active member mortality assumption was updated.

HIS: The municipal rate used to determine total pension liability was increased from 2.85% to 3.58%.

OTHER SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SERIES 2017 CAPITAL PROJECT FUND
For the Year Ended September 30, 2017

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 50,143,051	$ -	$ (50,143,051)
Investment Income	-	217,682	217,682
Total Revenues	50,143,051	217,682	(49,925,369)
EXPENDITURES			
Current:			
General Government	-	-	-
Public Safety	-	684	(684)
Capital Outlay	143,480,759	6,523,416	136,957,343
Total Expenditures	143,480,759	6,524,100	136,956,659
Excess (Deficiency) of Revenues Over (Under) Expenditures	(93,337,708)	(6,306,418)	87,031,290
OTHER FINANCING SOURCES (USES)			
Transfers In	6,174,261	-	(6,174,261)
Transfers (Out)	(1,578,977)	(1,578,977)	-
Issuance of Bonds Payable	78,060,000	78,060,000	-
Premium(Discount)Bonds Payable	10,682,424	10,682,424	-
Total Other Financing Sources and (Uses)	93,337,708	87,163,447	(6,174,261)
Net Change in Fund Balance	-	80,857,029	80,857,029
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	$ -	$ 80,857,029	$ 80,857,029

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX FUND
For the Year Ended September 30, 2017

	Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
REVENUES			
Taxes	$ 34,252,731	$ 42,588,368	$ 8,335,637
Intergovernmental Revenues	26,719,330	5,932,592	(20,786,738)
Charges for Services	190,000	232,176	42,176
Investment Income	-	817,049	817,049
Miscellaneous Revenues	318,091	393,785	75,694
Total Revenues	61,480,152	49,963,970	(11,516,182)
EXPENDITURES			
Current:			
General Government	6,435,316	2,091,781	4,343,535
Transportation	1,375,652	1,294,302	81,350
Human Services	145,267	131,861	13,406
Culture/Recreation	1,957,150	1,409,042	548,108
Debt Service			
Principal Retirement	601,778	-	601,778
Interest and Fiscal Charges	9,027	1,866	7,161
Capital Outlay	138,775,360	35,353,081	103,422,279
Total Expenditures	149,299,550	40,284,433	109,015,117
Excess (Deficiency) of Revenues Over (Under) Expenditures	(87,819,398)	9,679,537	97,498,935
OTHER FINANCING SOURCES (USES)			
Transfers In	48,487	48,487	-
Transfers (Out)	(6,174,261)	(2,207,848)	3,966,413
Total Other Financing Sources and (Uses)	(6,125,774)	(2,159,361)	3,966,413
Net Change in Fund Balance	(93,945,172)	7,520,176	101,465,348
Fund Balance - Beginning	93,945,172	117,271,242	23,326,070
Fund Balance - Ending	$ -	$ 124,791,418	$ 124,791,418

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 account 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, 2017

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
ASSETS			
Cash and Cash Equivalents	$ 29,135,243	$ 3,829,120	$ 469,737
Investments	16,638,417	-	-
Accounts Receivable	1,124,311	-	-
Accrued Interest Receivable	484,352	-	-
Due from Other Funds	2,000,616	-	-
Due from Other Governments	2,856,887	5,338	-
Due from Individuals	-	-	-
Inventories	425,150	-	-
Other Assets	3,432,057	-	-
Total Assets	$ 56,097,033	$ 3,834,458	$ 469,737
LIABILITIES			
Accounts Payable	$ 1,511,425	$ 174,547	$ 33,012
Contracts Payable	2,521	24,733	-
Accrued Liabilities	3,498,449	330,388	194,562
Due to Other Funds	6,565	1,215,589	242,163
Due to Other Governments	278,122	1,989,072	-
Deposits	215,117	-	-
Unearned Revenue	-	33,948	-
Other Current Liabilities	293,531	66,181	-
Total Liabilities	5,805,730	3,834,458	469,737
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Capital Lease	3,419,850	-	-
Total Deferred Inflow of Resources	3,419,850	-	-
FUND BALANCES			
Nonspendable:			
Inventories	425,150	-	-
Assigned to:			
Subsequent Year's Budget	16,297,587	-	-
Unassigned	30,148,716	-	-
Total Fund Balances	46,871,453	-	-
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 56,097,033	$ 3,834,458	$ 469,737

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Funds
$ 2,645,206	$ -	$ 1,083,210	$ -	$ 37,162,516
-	-	-	-	16,638,417
-	-	-	-	1,124,311
-	-	-	-	484,352
176,410	-	-	(2,000,616)	176,410
10,151	80,829	-	-	2,953,205
-	-	-	-	-
268,872	-	-	-	694,022
-	-	-	-	3,432,057
$ 3,100,639	$ 80,829	$ 1,083,210	$ (2,000,616)	$ 62,665,290
$ 168,206	$ 50,097	$ 203,065	$ -	$ 2,140,352
-	-	-	-	27,254
2,317,383	24,756	184,931	-	6,550,469
341,057	-	554,935	(2,000,616)	359,693
5,121	5,976	1,390	-	2,279,681
-	-	-	-	215,117
-	-	138,889	-	172,837
-	-	-	-	359,712
2,831,767	80,829	1,083,210	(2,000,616)	12,105,115
-	-	-	-	3,419,850
-	-	-	-	3,419,850
268,872	-	-	-	694,022
-	-	-	-	16,297,587
-	-	-	-	30,148,716
268,872	-	-	-	47,140,325
$ 3,100,639	$ 80,829	$ 1,083,210	$ (2,000,616)	$ 62,665,290

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GENERAL FUND BY CATEGORY
For the Year Ended September 30, 2017

	Board Of County Commissioners	Clerk of the Circuit Court and Comptroller	Property Appraiser
REVENUES			
Taxes	$ 105,885,806	$ -	$ -
Franchise Fees	12,811,095	-	-
Special Assessments	893,381	-	-
Intergovernmental Revenues	33,399,918	866,346	-
Charges for Services	1,328,180	6,009,176	18,688
Judgments and Fines	73,679	1,545,766	-
Investment Income	467,525	208,302	-
Miscellaneous Revenues	5,700,215	409,570	2,967
Total Revenues	160,559,799	9,039,160	21,655
EXPENDITURES			
Current:			
General Government	34,536,353	4,014,434	5,382,697
Public Safety	41,069,725	-	-
Physical Environment	1,401,588	-	-
Transportation	2,559,801	-	-
Human Services	2,212,878	-	-
Culture/Recreation	1,432,645	-	-
Court-Related	-	7,182,781	-
Total Expenditures	83,212,990	11,197,215	5,382,697
Excess (Deficiency) of Revenues Over (Under) Expenditures	77,346,809	(2,158,055)	(5,361,042)
OTHER FINANCING SOURCES (USES)			
Transfers In	6,399,867	3,072,163	5,602,630
Transfers (Out)	(83,946,520)	(914,108)	(241,588)
Total Other Financing Sources and (Uses)	(77,546,653)	2,158,055	5,361,042
Net Change in Fund Balances	(199,844)	-	-
Fund Balances - Beginning	47,071,297	-	-
Fund Balances - Ending	$ 46,871,453	$ -	$ -

Sheriff	Supervisor of Elections	Tax Collector	Eliminations	Total General Fund
$ -	$ -	$ -	$ -	$ 105,885,806
-	-	-	-	12,811,095
-	-	-	-	893,381
-	-	-	-	34,266,264
-	4,116	3,475,780	-	10,835,940
-	-	-	-	1,619,445
-	-	-	-	675,827
-	-	108,858	(3,355,784)	2,865,826
-	4,116	3,584,638	(3,355,784)	169,853,584
-	1,772,732	7,451,394	(3,355,784)	49,801,826
56,129,688	-	-	-	97,199,413
-	-	-	-	1,401,588
-	-	-	-	2,559,801
-	-	-	-	2,212,878
-	-	-	-	1,432,645
-	-	-	-	7,182,781
56,129,688	1,772,732	7,451,394	(3,355,784)	161,790,932
(56,129,688)	(1,768,616)	(3,866,756)	-	8,062,652
56,434,951	1,776,055	4,421,691	(73,258,400)	4,448,957
(243,563)	(7,439)	(554,935)	73,258,400	(12,649,753)
56,191,388	1,768,616	3,866,756	-	(8,200,796)
61,700	-	-	-	(138,144)
207,172	-	-	-	47,278,469
$ 268,872	$ -	$ -	$ -	$ 47,140,325

ESCAMBIA COUNTY, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended September 30, 2017

	Board Of County Commissioners		
	Original Budget	Final Budget	Actual Amounts
REVENUES			
Taxes	$ 106,946,472	$ 106,946,472	$ 105,885,806
Franchise Fees	12,445,475	12,445,475	12,811,095
Special Assessments	911,347	911,347	893,381
Intergovernmental Revenues	28,175,100	28,199,669	33,399,918
Charges for Services	1,136,675	1,149,236	1,328,180
Judgments and Fines	38,000	38,000	73,679
Investment Income	-	-	467,525
Miscellaneous Revenues	4,941,057	5,209,948	5,700,215
Total Revenues	154,594,126	154,900,147	160,559,799
EXPENDITURES			
Current:			
General Government	62,747,114	69,245,727	34,536,353
Public Safety	42,381,474	42,820,052	41,069,725
Physical Environment	1,446,872	1,573,706	1,401,588
Transportation	2,768,986	2,944,738	2,559,801
Human Services	3,207,230	3,464,094	2,212,878
Culture/Recreation	1,492,376	1,506,930	1,432,645
Court-Related	-	-	-
Total Expenditures	114,044,052	121,555,247	83,212,990
Excess (Deficiency) of Revenues Over (Under) Expenditures	40,550,074	33,344,900	77,346,809
OTHER FINANCING SOURCES (USES)			
Transfers In	2,684,978	4,445,673	6,399,867
Transfers (Out)	(85,243,470)	(84,413,508)	(83,946,520)
Total Other Financing Sources and (Uses)	(82,558,492)	(79,967,835)	(77,546,653)
Net Change in Fund Balances	(42,008,418)	(46,622,935)	(199,844)
Fund Balances - Beginning	42,008,418	46,622,935	47,071,297
Fund Balances - Ending	$ -	$ -	$ 46,871,453

Clerk of the Circuit Court and Comptroller			Property Appraiser		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
981,992	981,992	866,346	-	-	-
5,186,190	5,616,190	6,009,176	13,333	13,333	18,688
1,088,000	1,088,000	1,545,766	-	-	-
120,100	120,100	208,302	-	-	-
321,900	321,900	409,570	-	-	2,967
7,698,182	8,128,182	9,039,160	13,333	13,333	21,655
4,344,505	4,983,143	4,014,434	5,499,448	5,615,963	5,382,697
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
6,487,202	6,217,202	7,182,781	-	-	-
10,831,707	11,200,345	11,197,215	5,499,448	5,615,963	5,382,697
(3,133,525)	(3,072,163)	(2,158,055)	(5,486,115)	(5,602,630)	(5,361,042)
3,133,525	3,072,163	3,072,163	5,486,115	5,602,630	5,602,630
-	-	(914,108)	-	-	(241,588)
3,133,525	3,072,163	2,158,055	5,486,115	5,602,630	5,361,042
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

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, 2017

	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	55,438,635	56,434,951	56,129,688
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	55,438,635	56,434,951	56,129,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	(55,438,635)	(56,434,951)	(56,129,688)
OTHER FINANCING SOURCES (USES)			
Transfers In	55,438,635	56,434,951	56,434,951
Transfers (Out)	-	-	(243,563)
Total Other Financing Sources and (Uses)	55,438,635	56,434,951	56,191,388
Net Change in Fund Balances	-	-	61,700
Fund Balances - Beginning	-	-	207,172
Fund Balances - Ending	$ -	$ -	$ 268,872

Supervisor of Elections			Tax Collector		
Original Budget	Final Budget	Actual Amounts	Original Budget	Final Budget	Actual Amounts
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	2,618	4,116	3,253,785	3,345,659	3,475,780
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	93,500	93,500	108,858
-	2,618	4,116	3,347,285	3,439,159	3,584,638
2,225,074	2,220,160	1,772,732	7,666,107	7,634,247	7,451,394
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,225,074	2,220,160	1,772,732	7,666,107	7,634,247	7,451,394
(2,225,074)	(2,217,542)	(1,768,616)	(4,318,822)	(4,195,088)	(3,866,756)
2,225,074	2,224,981	1,776,055	4,421,691	4,421,691	4,421,691
-	(7,439)	(7,439)	(102,869)	(226,603)	(554,935)
2,225,074	2,217,542	1,768,616	4,318,822	4,195,088	3,866,756
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -

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, 2017

	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	(3,355,784)	(3,355,784)	(3,355,784)
Total Revenues	(3,355,784)	(3,355,784)	(3,355,784)
EXPENDITURES			
Current:			
General Government	(3,355,784)	(3,355,784)	(3,355,784)
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture/Recreation	-	-	-
Court-Related	-	-	-
Total Expenditures	(3,355,784)	(3,355,784)	(3,355,784)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	(61,581,361)	(74,395,728)	(73,258,400)
Transfers (Out)	61,581,361	74,395,728	73,258,400
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)
$ 106,946,472	$ 106,946,472	$ 105,885,806	$ (1,060,666)
12,445,475	12,445,475	12,811,095	365,620
911,347	911,347	893,381	(17,966)
29,157,092	29,181,661	34,266,264	5,084,603
9,589,983	10,127,036	10,835,940	708,904
1,126,000	1,126,000	1,619,445	493,445
120,100	120,100	675,827	555,727
2,000,673	2,269,564	2,865,826	596,262
162,297,142	163,127,655	169,853,584	6,725,929
79,126,464	86,343,456	49,801,826	36,541,630
97,820,109	99,255,003	97,199,413	2,055,590
1,446,872	1,573,706	1,401,588	172,118
2,768,986	2,944,738	2,559,801	384,937
3,207,230	3,464,094	2,212,878	1,251,216
1,492,376	1,506,930	1,432,645	74,285
6,487,202	6,217,202	7,182,781	(965,579)
192,349,239	201,305,129	161,790,932	39,514,197
(30,052,097)	(38,177,474)	8,062,652	46,240,126
11,808,657	1,806,361	4,448,957	2,642,596
(23,764,978)	(10,251,822)	(12,649,753)	(2,397,931)
(11,956,321)	(8,445,461)	(8,200,796)	244,665
(42,008,418)	(46,622,935)	(138,144)	46,484,791
42,008,418	46,622,935	47,278,469	655,534
$ -	$ -	$ 47,140,325	$ 47,140,325

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 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.

Mass Transit Fund
Created to account for the operation 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 206 and 336, Florida Statutes. Funding is also by Federal Transit Administration operating grants, user fees and reimbursements for non-transit activities.

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 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:

Federal Transit Administration Fund
Created to account for the revenue received from the United States Department of Transportation and the costs associated 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 County matching funds.

New Road Construction Fund
Created account for the disbursements from the Local Option Gas Tax used for acquisition and construction of new roads.

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2017

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	$ 39,262,109	$ 1,060,902	$ 161,842	$ 40,484,853
Investments	18,105,968	605,909	92,432	18,804,309
Accounts Receivable	1,183,828	-	-	1,183,828
Due from Other Funds	252,555	-	-	252,555
Due from Other Governments	4,276,172	-	129,088	4,405,260
Inventories	563,052	-	-	563,052
Assets Held for Investment	759,176	-	-	759,176
Prepaid Items	-	-	-	-
Total Assets	$ 64,402,860	$ 1,666,811	$ 383,362	$ 66,453,033
LIABILITIES				
Accounts Payable	$ 5,140,866	$ -	$ 37,842	$ 5,178,708
Contracts Payable	159,150	-	-	159,150
Accrued Liabilities	1,770,631	-	-	1,770,631
Due to Other Funds	882,419	-	-	882,419
Advances Payable to Other Funds	3,026,645	-	-	3,026,645
Due to Other Governments	1,072,303	-	8,133	1,080,436
Deposits	215,956	-	-	215,956
Unearned Revenue	378,368	-	16,506	394,874
Total Liabilities	12,646,338	-	62,481	12,708,819
FUND BALANCES (deficits)				
Nonspendable				
Inventories	563,052	-	-	563,052
Restricted for				
Court Related Functions	3,895,078	-	-	3,895,078
Community Services	297,809	-	-	297,809
Debt Service	-	1,666,811	-	1,666,811
Economic & Community Development	472,310	-	-	472,310
Fire & Rescue	3,239,596	-	-	3,239,596
Health Services	32,619	-	-	32,619
Inmate Welfare	2,833,734	-	-	2,833,734
Law Enforcement	357,315	-	-	357,315
Library	3,153,703	-	-	3,153,703
Mass Transit System	515,272	-	320,881	836,153
Public Safety	2,768,044	-	-	2,768,044
Records Modernization Technology	2,771,846	-	-	2,771,846
Resource Conservation	791,563	-	-	791,563
Road Acquisition & Construction	-	-	-	-
Housing Assistance	6,160,549	-	-	6,160,549
Tourism	4,248,956	-	-	4,248,956
Transportation & Drainage Improvements	2,113,250	-	-	2,113,250
Transportation Maintenance	427,149	-	-	427,149
Committed to:				
Community Services	1,732,713	-	-	1,732,713
Infrastructure Maintenance	9,828,850	-	-	9,828,850
Public Safety	1,218,435	-	-	1,218,435
Transportation Maintenance	4,334,679	-	-	4,334,679
Total Fund Balances	51,756,522	1,666,811	320,881	53,744,214
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 64,402,860	$ 1,666,811	$ 383,362	$ 66,453,033

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2017

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	$ 29,946,629	$ -	$ -	$ 29,946,629
Permits and Fees	327,086	-	-	327,086
Franchise Fees	1,936,147	-	-	1,936,147
Special Assessments	17,828,057	-	-	17,828,057
Intergovernmental Revenues	22,609,216	60,000	254,593	22,923,809
Charges for Services	14,372,978	-	-	14,372,978
Judgments and Fines	1,280,835	-	-	1,280,835
Investment Income	271,699	46,153	1,500	319,352
Miscellaneous Revenues	2,340,866	-	-	2,340,866
Total Revenues	90,913,513	106,153	256,093	91,275,759
EXPENDITURES				
Current:				
General Government	1,642,995	-	-	1,642,995
Public Safety	29,701,652	-	-	29,701,652
Physical Environment	1,981,022	-	-	1,981,022
Transportation	29,791,019	-	78,968	29,869,987
Economic Environment	14,635,620	-	-	14,635,620
Human Services	104,474	-	-	104,474
Culture/Recreation	5,478,071	-	-	5,478,071
Court-Related	4,103,019	-	-	4,103,019
Debt Service:				
Principal Retirement	-	7,343,000	-	7,343,000
Interest and Fiscal Charges	4,550	3,954,688	-	3,959,238
Bond Issuance Costs	-	551,878	-	551,878
Capital Outlay	-	-	177,374	177,374
Total Expenditures	87,442,422	11,849,566	256,342	99,548,330
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,471,091	(11,743,413)	(249)	(8,272,571)
OTHER FINANCING SOURCES (USES)				
Transfers In	7,798,114	12,545,834	-	20,343,948
Transfers (Out)	(10,007,860)	-	-	(10,007,860)
Total Other Financing Sources and (Uses)	(2,209,746)	12,545,834	-	10,336,088
Net Change in Fund Balances	1,261,345	802,421	(249)	2,063,517
Fund Balances - Beginning	50,495,177	864,390	321,130	51,680,697
Fund Balances - Ending	$ 51,756,522	$ 1,666,811	$ 320,881	$ 53,744,214

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	Mass Transit Fund	M&A State Revenue Fund
ASSETS					
Cash and Cash Equivalents	$ 1,173,839	$ 297,244	$ 659,596	$ 878,709	$ 32,879
Investments	557,833	169,764	376,713	501,283	-
Accounts Receivable	27,050	-	239,650	413,604	-
Due from Other Funds	28,534	-	32,540	-	-
Due from Other Governments	18,266	4,014	2,005	795,808	-
Inventories	2,715	-	-	160,112	-
Assets Held for Investment	759,176	-	-	-	-
Total Assets	$ 2,567,413	$ 471,022	$ 1,310,504	$ 2,749,516	$ 32,879
LIABILITIES					
Accounts Payable	$ 15,750	$ 4,677	$ 48,050	$ 2,072,628	$ -
Contracts Payable	-	-	-	-	-
Accrued Liabilities	8,552	-	43,957	-	-
Due to Other Funds	763,118	-	-	-	-
Advances Payable to Other Funds	-	-	-	-	-
Due to Other Governments	43,490	-	62	1,504	260
Deposits	1,075	-	-	-	-
Unearned Revenue	-	-	-	-	-
Total Liabilities	831,985	4,677	92,069	2,074,132	260
FUND BALANCES					
Nonspendable:					
Inventories	2,715	-	-	160,112	-
Restricted for:					
Court Related Functions	-	-	-	-	-
Community Services	-	-	-	-	-
Economic & Community Development	-	466,345	-	-	-
Fire & Rescue	-	-	-	-	-
Health Services	-	-	-	-	32,619
Inmate Welfare	-	-	-	-	-
Law Enforcement	-	-	-	-	-
Library	-	-	-	-	-
Mass Transit System	-	-	-	515,272	-
Public Safety	-	-	-	-	-
Records Modernization Technology	-	-	-	-	-
Resource Conservation	-	-	-	-	-
Housing Assistance	-	-	-	-	-
Tourism	-	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-
Committed to:					
Community Services	1,732,713	-	-	-	-
Infrastructure Maintenance	-	-	-	-	-
Public Safety	-	-	1,218,435	-	-
Transportation Maintenance	-	-	-	-	-
Total Fund Balances	1,735,428	466,345	1,218,435	675,384	32,619
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 2,567,413	$ 471,022	$ 1,310,504	$ 2,749,516	$ 32,879

Continued

Tourist Promotion Fund	Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 3,371,701	$ 294,621	$ 1,971,643	$ 2,150,224	$ 732,651	$ 2,523,032	$ 765,173
1,925,666	168,265	1,017,048	1,227,313	418,437	1,440,970	437,010
-	3,116	128,373	311	-	15,127	-
138	2,752	-	-	-	185,726	-
-	771,184	-	2,178	37,635	109,844	-
-	-	68,593	-	-	-	-
-	-	-	-	-	-	-
$ 5,297,505	$ 1,239,938	$ 3,185,657	$ 3,380,026	$ 1,188,723	$ 4,274,699	$ 1,202,183
$ 1,043,169	$ 119,367	$ 83,067	$ 75,113	$ 39,247	$ 112,279	$ 26,266
-	15,590	-	-	-	-	-
5,380	5,949	8,111	147,333	65,850	27,664	21,709
-	10,151	-	-	-	42,099	-
-	-	-	-	-	-	-
-	573	1,285	3,877	4,923	649,002	-
-	-	190,867	-	-	-	-
-	139,516	-	-	-	-	-
1,048,549	291,146	283,330	226,323	110,020	831,044	47,975
-	-	68,593	-	-	-	-
-	353,702	-	-	-	3,443,655	-
-	6,383	-	-	-	-	-
-	5,965	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	2,833,734	-	-	-	-
-	-	-	-	-	-	-
-	-	-	3,153,703	-	-	-
-	-	-	-	-	-	-
-	535,133	-	-	1,078,703	-	1,154,208
-	-	-	-	-	-	-
-	34,925	-	-	-	-	-
-	-	-	-	-	-	-
4,248,956	-	-	-	-	-	-
-	12,684	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
4,248,956	948,792	2,902,327	3,153,703	1,078,703	3,443,655	1,154,208
$ 5,297,505	$ 1,239,938	$ 3,185,657	$ 3,380,026	$ 1,188,723	$ 4,274,699	$ 1,202,183

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	Perdido Key Beach Mouse Fund	RESTORE Fund	State Housing Initiative Partnership (SHIP) Fund	Law Enforcement Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 460,523	$ 1,121,782	$ 4,111,145	$ 263,642
Investments	263,017	640,679	-	150,573
Accounts Receivable	-	-	6,308	-
Due from Other Funds	-	-	-	-
Due from Other Governments	-	601,831	-	-
Inventories	-	-	-	-
Assets Held for Investment	-	-	-	-
Total Assets	$ 723,540	$ 2,364,292	$ 4,117,453	$ 414,215
LIABILITIES				
Accounts Payable	$ -	$ 273,585	$ 170,968	$ -
Contracts Payable	-	57,609	-	-
Accrued Liabilities	-	-	2,123	-
Due to Other Funds	-	-	-	56,900
Advances Payable to Other Funds	-	2,000,000	-	-
Due to Other Governments	-	-	18,020	-
Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	-	2,331,194	191,111	56,900
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	-
Restricted for:				
Court Related Functions	-	-	-	-
Community Services	-	-	-	-
Economic & Community Development	-	-	-	-
Fire & Rescue	-	-	-	-
Health Services	-	-	-	-
Inmate Welfare	-	-	-	-
Law Enforcement	-	-	-	357,315
Library	-	-	-	-
Mass Transit System	-	-	-	-
Public Safety	-	-	-	-
Records Modernization Technology	-	-	-	-
Resource Conservation	723,540	33,098	-	-
Housing Assistance	-	-	3,926,342	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	-	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	-	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	-
Total Fund Balances	723,540	33,098	3,926,342	357,315
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 723,540	$ 2,364,292	$ 4,117,453	$ 414,215

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
$ 841,990	$ 391,870	$ 187,973	$ 62,198	$ 2,064,810	$ 277,849	$ 36,017
480,881	223,807	107,356	35,523	1,179,268	158,687	20,570
300,000	-	-	-	-	-	24,850
-	-	1,271	-	1,594	-	-
300	72,487	-	-	35,170	309,000	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 1,623,171	$ 688,164	$ 296,600	$ 97,721	$ 3,280,842	$ 745,536	$ 81,437
$ 3,449	$ 156,786	$ 5,174	$ -	$ 64,418	$ 36,416	$ -
-	61,958	-	-	-	-	-
-	10,852	-	-	681,146	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	4,802	-	-
-	-	-	-	-	-	-
-	180,783	-	-	-	-	-
3,449	410,379	5,174	-	750,366	36,416	-
-	-	-	-	-	-	-
-	-	-	97,721	-	-	-
-	-	291,426	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	2,530,476	709,120	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,619,722	277,785	-	-	-	-	81,437
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,619,722	277,785	291,426	97,721	2,530,476	709,120	81,437
$ 1,623,171	$ 688,164	$ 296,600	$ 97,721	$ 3,280,842	$ 745,536	$ 81,437

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - SPECIAL REVENUE FUNDS
September 30, 2017

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
ASSETS				
Cash and Cash Equivalents	$ 153,476	$ 926,801	$ 6,730,820	$ 2,681,694
Investments	87,654	529,320	3,843,461	1,531,546
Accounts Receivable	10,035	-	-	15,404
Due from Other Funds	-	-	-	-
Due from Other Governments	76,779	-	-	1,340,367
Inventories	-	-	-	331,632
Assets Held for Investment	-	-	-	-
Total Assets	$ 327,944	$ 1,456,121	$ 10,574,281	$ 5,900,643
LIABILITIES				
Accounts Payable	$ 2,698	$ -	$ 208,934	$ 482,371
Contracts Payable	-	-	-	-
Accrued Liabilities	1,623	-	5,397	706,015
Due to Other Funds	-	-	-	-
Advances Payable to Other Funds	-	-	525,008	-
Due to Other Governments	68,360	-	6,092	21,932
Deposits	-	-	-	24,014
Unearned Revenue	-	-	-	-
Total Liabilities	72,681	-	745,431	1,234,332
FUND BALANCES				
Nonspendable:				
Inventories	-	-	-	331,632
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	255,263	-	-	-
Tourism	-	-	-	-
Transportation & Drainage Improvements	-	1,456,121	-	-
Transportation Maintenance	-	-	-	-
Committed to:				
Community Services	-	-	-	-
Infrastructure Maintenance	-	-	9,828,850	-
Public Safety	-	-	-	-
Transportation Maintenance	-	-	-	4,334,679
Total Fund Balances	255,263	1,456,121	9,828,850	4,666,311
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 327,944	$ 1,456,121	$ 10,574,281	$ 5,900,643

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ 658,784	$ 415,101	$ 2,972,145	$ 52,177	$ -	$ 39,262,109
376,249	237,075	-	-	-	18,105,968
-	-	-	-	-	1,183,828
-	-	-	-	-	252,555
5,795	-	73,974	10,151	9,384	4,276,172
-	-	-	-	-	563,052
-	-	-	-	-	759,176
$ 1,040,828	$ 652,176	$ 3,046,119	$ 62,328	$ 9,384	$ 64,402,860
$ 88,872	$ 6,762	$ 820	$ -	$ -	5,140,866
23,024	969	-	-	-	159,150
-	-	25,478	3,492	-	1,770,631
-	-	-	10,151	-	882,419
501,637	-	-	-	-	3,026,645
146	-	247,975	-	-	1,072,303
-	-	-	-	-	215,956
-	-	-	48,685	9,384	378,368
613,679	7,731	274,273	62,328	9,384	12,646,338
-	-	-	-	-	563,052
-	-	-	-	-	3,895,078
-	-	-	-	-	297,809
-	-	-	-	-	472,310
-	-	-	-	-	3,239,596
-	-	-	-	-	32,619
-	-	-	-	-	2,833,734
-	-	-	-	-	357,315
-	-	-	-	-	3,153,703
-	-	-	-	-	515,272
-	-	-	-	-	2,768,044
-	-	2,771,846	-	-	2,771,846
-	-	-	-	-	791,563
-	-	-	-	-	6,160,549
-	-	-	-	-	4,248,956
-	644,445	-	-	-	2,113,250
427,149	-	-	-	-	427,149
-	-	-	-	-	1,732,713
-	-	-	-	-	9,828,850
-	-	-	-	-	1,218,435
-	-	-	-	-	4,334,679
427,149	644,445	2,771,846	-	-	51,756,522
$ 1,040,828	$ 652,176	$ 3,046,119	$ 62,328	$ 9,384	$ 64,402,860

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, 2017

	Escambia County Restricted Fund	Economic Development Fund	Code Enforcement Fund	Mass Transit Fund	M&A State Revenue Fund
REVENUES					
Taxes	$ -	$ -	$ -	$ 4,866,821	$ -
Permits and Fees	-	-	-	-	-
Franchise Fees	-	-	1,936,147	-	-
Special Assessments	-	-	-	-	-
Intergovernmental Revenues	204,724	24,946	-	6,069,777	31,540
Charges for Services	462,537	-	-	1,770,717	-
Judgments and Fines	-	-	465,483	-	-
Investment Income	8,158	3,224	3,908	6,256	-
Miscellaneous Revenues	81,538	1,420	119,831	89,496	-
Total Revenues	756,957	29,590	2,525,369	12,803,067	31,540
EXPENDITURES					
Current:					
General Government	22,890	-	-	-	-
Public Safety	193,124	-	1,700,031	-	-
Physical Environment	346,306	-	-	-	-
Transportation	-	-	-	13,214,781	-
Economic Environment	-	700,518	-	-	-
Human Services	3,430	-	-	-	33,489
Culture/Recreation	47,134	-	-	-	-
Court-Related	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	612,884	700,518	1,700,031	13,214,781	33,489
Excess (Deficiency) of Revenues Over (Under) Expenditures	144,073	(670,928)	825,338	(411,714)	(1,949)
OTHER FINANCING SOURCES (USES)					
Transfers In	-	550,000	9,045	-	-
Transfers (Out)	-	-	(500,000)	-	-
Total Other Financing Sources and (Uses)	-	550,000	(490,955)	-	-
Net Change in Fund Balances	144,073	(120,928)	334,383	(411,714)	(1,949)
Fund Balances - Beginning	1,591,355	587,273	884,052	1,087,098	34,568
Fund Balances - Ending	$ 1,735,428	$ 466,345	$ 1,218,435	$ 675,384	$ 32,619

Continued

Tourist Promotion Fund	Other Grant Projects Fund	Detention/Jail Commissary Fund	Library Fund	Misdemeanor Probation Fund	Article V Fund	Development Review Fund
$ 10,598,123	$ -	$ -	$ 5,304,104	$ -	$ -	$ -
25	-	-	-	-	-	217,379
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	1,389,474	-	145,431	50,000	1,028,267	-
-	20,382	1,421,542	40,719	3,145,606	2,301,959	514,720
-	1,871	-	90,753	12,600	-	-
21,861	3,126	13,144	21,437	7,024	19,999	5,734
-	40,127	3,742	29,923	45,668	226	-
10,620,009	1,454,980	1,438,428	5,632,367	3,260,898	3,350,451	737,833
-	-	-	-	-	-	488,368
-	709,357	692,163	-	1,965,073	127,120	-
174,901	260,319	-	-	-	-	-
-	-	-	-	-	-	-
8,274,653	146,855	-	-	-	-	-
-	42,997	-	-	-	-	-
-	181,399	-	5,055,135	-	-	-
-	9,332	-	-	-	2,518,749	-
-	-	-	-	-	-	-
8,449,554	1,350,259	692,163	5,055,135	1,965,073	2,645,869	488,368
2,170,455	104,721	746,265	577,232	1,295,825	704,582	249,465
3,597	3,340	-	16,386	16,546	360,099	6,892
(3,399,009)	-	-	-	(2,968,208)	(893,000)	-
(3,395,412)	3,340	-	16,386	(2,951,662)	(532,901)	6,892
(1,224,957)	108,061	746,265	593,618	(1,655,837)	171,681	256,357
5,473,913	840,731	2,156,062	2,560,085	2,734,540	3,271,974	897,851
$ 4,248,956	$ 948,792	$ 2,902,327	$ 3,153,703	$ 1,078,703	$ 3,443,655	$ 1,154,208

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, 2017

	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	354,717	-	-	-
Intergovernmental Revenues	-	1,392,072	2,023,283	-
Charges for Services	-	-	-	-
Judgments and Fines	-	-	-	422,739
Investment Income	2,973	9,650	-	2,166
Miscellaneous Revenues	-	-	147,644	-
Total Revenues	357,690	1,401,722	2,170,927	424,905
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	494,403
Physical Environment	1,827	1,197,669	-	-
Transportation	-	-	-	-
Economic Environment	-	-	2,026,267	-
Human Services	-	-	-	-
Culture/Recreation	-	194,403	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	1,827	1,392,072	2,026,267	494,403
Excess (Deficiency) of Revenues Over (Under) Expenditures	355,863	9,650	144,660	(69,498)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	115	-
Transfers (Out)	-	-	-	-
Total Other Financing Sources and (Uses)	-	-	115	-
Net Change in Fund Balances	355,863	9,650	144,775	(69,498)
Fund Balances - Beginning	367,677	23,448	3,781,567	426,813
Fund Balances - Ending	$ 723,540	$ 33,098	$ 3,926,342	$ 357,315

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
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	108,332	-	-
-	-	-	-	-	-	-
-	-	-	-	16,456,042	-	-
-	2,740,181	-	-	21,721	1,370,509	-
-	-	17,019	-	206,000	-	-
-	-	-	-	-	-	-
15,965	3,149	1,601	544	29,871	1,850	1,241
59,383	234,674	-	-	47,270	-	21,038
75,348	2,978,004	18,620	544	16,869,236	1,372,359	22,279
-	-	-	-	-	-	-
-	-	1,273	-	16,473,294	741,008	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
15,368	3,002,210	-	-	-	-	-
-	-	24,558	-	-	-	-
-	-	-	-	-	-	-
-	-	-	6,450	-	-	-
-	-	-	-	-	-	-
15,368	3,002,210	25,831	6,450	16,473,294	741,008	-
59,980	(24,206)	(7,211)	(5,906)	395,942	631,351	22,279
-	1,875	-	-	21,631	-	-
-	(17,500)	-	-	(257,038)	(658,222)	-
-	(15,625)	-	-	(235,407)	(658,222)	-
59,980	(39,831)	(7,211)	(5,906)	160,535	(26,871)	22,279
1,559,742	317,616	298,637	103,627	2,369,941	735,991	59,158
$ 1,619,722	$ 277,785	$ 291,426	$ 97,721	$ 2,530,476	$ 709,120	$ 81,437

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, 2017

	HUD Home Fund	Southwest Sector Road Project Fund	Bob Sikes Toll Facilities Fund	Transportation Trust Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ 9,177,581
Permits and Fees	-	-	-	1,350
Franchise Fees	-	-	-	-
Special Assessments	-	-	-	-
Intergovernmental Revenues	436,385	-	-	4,753,345
Charges for Services	-	-	3,540,583	310,206
Judgments and Fines	-	-	-	-
Investment Income	1,928	7,850	53,905	14,330
Miscellaneous Revenues	86,223	-	6,733	1,325,800
Total Revenues	524,536	7,850	3,601,221	15,582,612
EXPENDITURES				
Current:				
General Government	-	-	1,084,049	-
Public Safety	-	-	-	6,413,285
Physical Environment	-	-	-	-
Transportation	-	-	-	15,373,468
Economic Environment	469,749	-	-	-
Human Services	-	-	-	-
Culture/Recreation	-	-	-	-
Court-Related	-	-	-	-
Debt Service:				
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	469,749	-	1,084,049	21,786,753
Excess (Deficiency) of Revenues Over (Under) Expenditures	54,787	7,850	2,517,172	(6,204,141)
OTHER FINANCING SOURCES (USES)				
Transfers In	88	-	3,598	6,797,463
Transfers (Out)	-	-	(1,314,883)	-
Total Other Financing Sources and (Uses)	88	-	(1,311,285)	6,797,463
Net Change in Fund Balances	54,875	7,850	1,205,887	593,322
Fund Balances - Beginning	200,388	1,448,271	8,622,963	4,072,989
Fund Balances - Ending	$ 255,263	$ 1,456,121	$ 9,828,850	$ 4,666,311

Continued

MSBU Assessment Program Fund	Master Drainage Basin Fund	Clerk Programs	Sheriff Programs	Supervisor of Elections Programs	Total Nonmajor Special Revenue Funds
$ -	$ -	$ -	$ -	$ -	$ 29,946,629
-	-	-	-	-	327,086
-	-	-	-	-	1,936,147
885,879	131,419	-	-	-	17,828,057
-	-	765,227	122,128	40,206	22,609,216
-	-	620,988	-	-	14,372,978
-	-	217,996	69,393	-	1,280,835
7,234	3,528	-	-	43	271,699
-	-	130	-	-	2,340,866
893,113	134,947	1,604,341	191,521	40,249	90,913,513
-	-	-	-	47,688	1,642,995
-	-	-	191,521	-	29,701,652
-	-	-	-	-	1,981,022
1,037,155	165,615	-	-	-	29,791,019
-	-	-	-	-	14,635,620
-	-	-	-	-	104,474
-	-	-	-	-	5,478,071
-	-	1,568,488	-	-	4,103,019
4,550	-	-	-	-	4,550
1,041,705	165,615	1,568,488	191,521	47,688	87,442,422
(148,592)	(30,668)	35,853	-	(7,439)	3,471,091
-	-	-	-	7,439	7,798,114
-	-	-	-	-	(10,007,860)
-	-	-	-	7,439	(2,209,746)
(148,592)	(30,668)	35,853	-	-	1,261,345
575,741	675,113	2,735,993	-	-	50,495,177
$ 427,149	$ 644,445	$ 2,771,846	$ -	$ -	$ 51,756,522

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY RESTRICTED FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 199,858	$ 204,724	$ 4,866
Charges for Services	433,771	462,537	28,766
Investment Income	-	8,158	8,158
Miscellaneous Revenues	121,867	81,538	(40,329)
Total Revenues	755,496	756,957	1,461
EXPENDITURES			
Current:			
General Government	181,471	22,890	158,581
Public Safety	814,153	193,124	621,029
Physical Environment	1,791,913	346,306	1,445,607
Transportation	5,337	-	5,337
Human Services	37,249	3,430	33,819
Culture and Recreation	168,419	47,134	121,285
Total Expenditures	2,998,542	612,884	2,385,658
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,243,046)	144,073	2,387,119
OTHER FINANCING SOURCES (USES)			
Transfers In	763,118	-	(763,118)
Total Other Financing Sources and (Uses)	763,118	-	(763,118)
Net Change in Fund Balance	(1,479,928)	144,073	1,624,001
Fund Balance - Beginning	1,479,928	1,591,355	111,427
Fund Balance - Ending	$ -	$ 1,735,428	$ 1,735,428

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ECONOMIC DEVELOPMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ -	$ 24,946	$ 24,946
Investment Income	-	3,224	3,224
Miscellaneous Revenues	-	1,420	1,420
Total Revenues	-	29,590	29,590
EXPENDITURES			
Current:			
Economic Environment	1,137,273	700,518	436,755
Total Expenditures	1,137,273	700,518	436,755
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,137,273)	(670,928)	466,345
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	(587,273)	(120,928)	466,345
Fund Balance - Beginning	587,273	587,273	-
Fund Balance - Ending	$ -	$ 466,345	$ 466,345

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CODE ENFORCEMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Franchise Fees	$ 1,662,500	$ 1,936,147	$ 273,647
Judgments and Fines	199,500	465,483	265,983
Investment Income	-	3,908	3,908
Miscellaneous Revenues	57,000	119,831	62,831
Total Revenues	1,919,000	2,525,369	606,369
EXPENDITURES			
Current:			
Public Safety	2,812,097	1,700,031	1,112,066
Total Expenditures	2,812,097	1,700,031	1,112,066
Excess (Deficiency) of Revenues Over (Under) Expenditures	(893,097)	825,338	1,718,435
OTHER FINANCING SOURCES (USES)			
Transfers In	9,045	9,045	-
Transfers (Out)	-	(500,000)	(500,000)
Total Other Financing Sources and (Uses)	9,045	(490,955)	(500,000)
Net Change in Fund Balance	(884,052)	334,383	1,218,435
Fund Balance - Beginning	884,052	884,052	-
Fund Balance - Ending	$ -	$ 1,218,435	$ 1,218,435

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASS TRANSIT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 4,460,300	$ 4,866,821	$ 406,521
Intergovernmental	7,216,126	6,069,777	(1,146,349)
Charges for Service	1,715,700	1,770,717	55,017
Investment Income	-	6,256	6,256
Miscellaneous Revenues	-	89,496	89,496
Total Revenues	13,392,126	12,803,067	(589,059)
EXPENDITURES			
Current:			
Transportation	13,392,126	13,214,781	177,345
Total Expenditures	13,392,126	13,214,781	177,345
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(411,714)	(411,714)
Net Change in Fund Balance	-	(411,714)	(411,714)
Fund Balance - Beginning	-	1,087,098	1,087,098
Fund Balance - Ending	$ -	$ 675,384	$ 675,384

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
M & A STATE REVENUE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 33,540	$ 31,540	$ (2,000)
Total Revenues	33,540	31,540	(2,000)
EXPENDITURES			
Current:			
Human Services	68,108	33,489	34,619
Total Expenditures	68,108	33,489	34,619
Excess (Deficiency) of Revenues Over (Under) Expenditures	(34,568)	(1,949)	32,619
Net Change in Fund Balance	(34,568)	(1,949)	32,619
Fund Balance - Beginning	34,568	34,568	-
Fund Balance - Ending	$ -	$ 32,619	$ 32,619

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TOURIST PROMOTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,456,763	$ 10,598,123	$ 2,141,360
Permits and Fees	-	25	25
Intergovernmental Revenues	33,501	-	(33,501)
Investment Income	-	21,861	21,861
Total Revenues	8,490,264	10,620,009	2,129,745
EXPENDITURES			
Current:			
Physical Environment	177,952	174,901	3,051
Economic Environment	10,369,025	8,274,653	2,094,372
Total Expenditures	10,546,977	8,449,554	2,097,423
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,056,713)	2,170,455	4,227,168
OTHER FINANCING SOURCES (USES)			
Transfer In	3,597	3,597	-
Transfers (Out)	(3,399,009)	(3,399,009)	-
Total Other Financing Sources and (Uses)	(3,395,412)	(3,395,412)	-
Net Change in Fund Balance	(5,452,125)	(1,224,957)	4,227,168
Fund Balance - Beginning	5,452,125	5,473,913	21,788
Fund Balance - Ending	$ -	$ 4,248,956	$ 4,248,956

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
OTHER GRANT PROJECTS FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,082,931	$ 1,389,474	$ (3,693,457)
Charges for Services	-	20,382	20,382
Judgments and Fines	-	1,871	1,871
Investment Income	-	3,126	3,126
Miscellaneous Revenues	128,029	40,127	(87,902)
Total Revenues	5,210,960	1,454,980	(3,755,980)
EXPENDITURES			
Current:			
General Government	72,713	-	72,713
Public Safety	1,493,812	709,357	784,455
Physical Environment	1,852,288	260,319	1,591,969
Transportation	-	-	-
Economic Environment	871,795	146,855	724,940
Human Services	50,225	42,997	7,228
Culture and Recreation	595,262	181,399	413,863
Court-Related	357,918	9,332	348,586
Total Expenditures	5,294,013	1,350,259	3,943,754
Excess (Deficiency) of Revenues Over (Under) Expenditures	(83,053)	104,721	187,774
OTHER FINANCING SOURCES (USES)			
Transfers In	3,340	3,340	-
Total Other Financing Sources and (Uses)	3,340	3,340	-
Net Change in Fund Balance	(79,713)	108,061	187,774
Fund Balance - Beginning	79,713	840,731	761,018
Fund Balance - Ending	$ -	$ 948,792	$ 948,792

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DETENTION/JAIL COMMISSARY FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 902,500	$ 1,421,542	$ 519,042
Investment Income	-	13,144	13,144
Miscellaneous Revenues	-	3,742	3,742
Total Revenues	902,500	1,438,428	535,928
EXPENDITURES			
Current:			
Public Safety	3,058,563	692,163	2,366,400
Total Expenditures	3,058,563	692,163	2,366,400
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,156,063)	746,265	2,902,328
Net Change in Fund Balance	(2,156,063)	746,265	2,902,328
Fund Balance - Beginning	2,156,063	2,156,062	(1)
Fund Balance - Ending	$ -	$ 2,902,327	$ 2,902,327

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LIBRARY FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 5,260,218	$ 5,304,104	$ 43,886
Intergovernmental Revenues	122,746	145,431	22,685
Charges for Services	-	40,719	40,719
Judgments and Fines	109,250	90,753	(18,497)
Investment Income	-	21,437	21,437
Miscellaneous Revenues	75,930	29,923	(46,007)
Total Revenues	5,568,144	5,632,367	64,223
EXPENDITURES			
Current:			
Culture and Recreation	8,071,185	5,055,135	3,016,050
Total Expenditures	8,071,185	5,055,135	3,016,050
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,503,041)	577,232	3,080,273
OTHER FINANCING SOURCES (USES)			
Transfers In	16,386	16,386	-
Total Other Financing Sources and (Uses)	16,386	16,386	-
Net Change in Fund Balance	(2,486,655)	593,618	3,080,273
Fund Balance - Beginning	2,486,655	2,560,085	73,430
Fund Balance - Ending	$ -	$ 3,153,703	$ 3,153,703

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MISDEMEANOR PROBATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 50,000	$ 50,000	$ -
Charges for Services	2,817,190	3,145,606	328,416
Judgements and Fines	11,400	12,600	1,200
Investment Income	-	7,024	7,024
Miscellaneous Revenue	46,360	45,668	(692)
Total Revenues	2,924,950	3,260,898	335,948
EXPENDITURES			
Current:			
Public Safety	5,676,036	1,965,073	3,710,963
Total Expenditures	5,676,036	1,965,073	3,710,963
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,751,086)	1,295,825	4,046,911
OTHER FINANCING SOURCES (USES)			
Transfers In	16,546	16,546	-
Transfers (Out)	-	(2,968,208)	(2,968,208)
Total Other Financing Sources and (Uses)	16,546	(2,951,662)	(2,968,208)
Net Change in Fund Balance	(2,734,540)	(1,655,837)	1,078,703
Fund Balance - Beginning	2,734,540	2,734,540	-
Fund Balance - Ending	$ -	$ 1,078,703	$ 1,078,703

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ARTICLE V FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 1,137,661	$ 1,028,267	$ (109,394)
Charges for Services	1,810,225	2,301,959	491,734
Investment Income	-	19,999	19,999
Miscellaneous Revenues	-	226	226
Total Revenues	2,947,886	3,350,451	402,566
EXPENDITURES			
Current:			
Public Safety	773,204	127,120	646,084
Court-Related	6,481,784	2,518,749	3,963,035
Total Expenditures	7,254,988	2,645,869	4,609,119
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,307,103)	704,582	5,011,685
OTHER FINANCING SOURCES (USES)			
Transfers In	360,099	360,099	-
Transfers (Out)	-	(893,000)	(893,000)
Total Other Financing Sources and (Uses)	360,099	(532,901)	(893,000)
Net Change in Fund Balance	(3,947,004)	171,681	4,118,685
Fund Balance - Beginning	3,947,004	3,271,974	(675,030)
Fund Balance - Ending	$ -	$ 3,443,655	$ 3,443,655

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT REVIEW FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 164,350	$ 217,379	$ 53,029
Charges for Services	337,250	514,720	177,470
Investment Income	-	5,734	5,734
Total Revenues	501,600	737,833	236,233
EXPENDITURES			
Current:			
General Government	1,406,343	488,368	917,975
Total Expenditures	1,406,343	488,368	917,975
Excess (Deficiency) of Revenues Over (Under) Expenditures	(904,743)	249,465	1,154,208
OTHER FINANCING SOURCES (USES)			
Transfers In	6,892	6,892	-
Total Other Financing Sources and (Uses)	6,892	6,892	-
Net Change in Fund Balance	(897,851)	256,357	1,154,208
Fund Balance - Beginning	897,851	897,851	-
Fund Balance - Ending	$ -	$ 1,154,208	$ 1,154,208

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PERDIDO KEY BEACH MOUSE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 3,000	$ 354,717	$ 351,717
Investment Income	-	2,973	2,973
Total Revenues	3,000	357,690	354,690
EXPENDITURES			
Current:			
Physical Environment	367,677	1,827	365,850
Total Expenditures	367,677	1,827	365,850
Excess (Deficiency) of Revenues Over (Under) Expenditures	(364,677)	355,863	720,540
Net Change in Fund Balance	(364,677)	355,863	720,540
Fund Balance - Beginning	364,677	367,677	3,000
Fund Balance - Ending	$ -	$ 723,540	$ 723,540

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RESTORE FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 16,382,147	$ 1,392,072	$ (14,990,075)
Investment Income	-	9,650	9,650
Total Revenues	16,382,147	1,401,722	(14,980,425)
EXPENDITURES			
Current:			
Physical Environment	12,180,159	1,197,669	10,982,490
Culture/Recreation	4,201,988	194,403	4,007,585
Total Expenditures	16,382,147	1,392,072	14,990,075
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	9,650	9,650
Net Change in Fund Balance	-	9,650	9,650
Fund Balance - Beginning	-	23,448	23,448
Fund Balance - Ending	$ -	$ 33,098	$ 33,098

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PARTNERSHIP FUND (SHIP)
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,497,745	$ 2,023,283	$ (3,474,462)
Miscellaneous Revenues	100,000	147,644	47,644
Total Revenues	5,597,745	2,170,927	(3,426,818)
EXPENDITURES			
Current:			
Economic Environment	5,597,860	2,026,267	3,571,593
Total Expenditures	5,597,860	2,026,267	3,571,593
Excess (Deficiency) of Revenues Over (Under) Expenditures	(115)	144,660	144,775
OTHER FINANCING SOURCES (USES)			
Transfers (In)	115	115	-
Total Other Financing Sources and (Uses)	115	115	-
Net Change in Fund Balance	-	144,775	144,775
Fund Balance - Beginning	-	3,781,567	3,781,567
Fund Balance - Ending	$ -	$ 3,926,342	$ 3,926,342

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LAW ENFORCEMENT TRUST FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Judgments and Fines	$ 371,181	$ 422,739	$ 51,558
Investment Income	-	2,166	2,166
Miscellaneous Revenues	-	-	-
Total Revenues	371,181	424,905	53,724
EXPENDITURES			
Current:			
Public Safety	797,995	494,403	303,592
Total Expenditures	797,995	494,403	303,592
Excess (Deficiency) of Revenues Over (Under) Expenditures	(426,814)	(69,498)	357,316
Net Change in Fund Balance	(426,814)	(69,498)	357,316
Fund Balance - Beginning	426,814	426,813	(1)
Fund Balance - Ending	$ -	$ 357,315	$ 357,315

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
ESCAMBIA COUNTY AFFORDABLE HOUSING FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	$ -	$ -
Investment Income	9,000	15,965	6,965
Miscellaneous Revenues	30,000	59,383	29,383
Total Revenues	39,000	75,348	36,348
EXPENDITURES			
Current:			
Economic Environment	1,566,613	15,368	1,551,245
Total Expenditures	1,566,613	15,368	1,551,245
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,527,613)	59,980	1,587,593
Net Change in Fund Balance	(1,527,613)	59,980	1,587,593
Fund Balance - Beginning	1,527,613	1,559,742	32,129
Fund Balance - Ending	$ -	$ 1,619,722	$ 1,619,722

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CDBG - HUD ENTITLEMENT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 5,289,723	$ 2,740,181	$ (2,549,542)
Investment Income	-	3,149	3,149
Miscellaneous Revenues	354,141	234,674	(119,467)
Total Revenues	5,643,864	2,978,004	(2,665,860)
EXPENDITURES			
Current:			
Economic Environment	5,628,239	3,002,210	2,626,029
Total Expenditures	5,628,239	3,002,210	2,626,029
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,625	(24,206)	(39,831)
OTHER FINANCING SOURCES (USES)			
Transfers In	1,875	1,875	-
Transfers (Out)	(17,500)	(17,500)	-
Total Other Financing Sources and (Uses)	(15,625)	(15,625)	-
Net Change in Fund Balance	-	(39,831)	(39,831)
Fund Balance - Beginning	-	317,616	317,616
Fund Balance - Ending	$ -	$ 277,785	$ 277,785

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HANDICAPPED PARKING FINES FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 14,250	$ 17,019	$ 2,769
Investment Income	-	1,601	1,601
Total Revenues	14,250	18,620	4,370
EXPENDITURES			
Current:			
Public Safety	104,320	1,273	103,047
Human Services	208,567	24,558	184,009
Total Expenditures	312,887	25,831	287,056
Excess (Deficiency) of Revenues Over (Under) Expenditures	(298,637)	(7,211)	291,426
Net Change in Fund Balance	(298,637)	(7,211)	291,426
Fund Balance - Beginning	298,637	298,637	-
Fund Balance - Ending	$ -	$ 291,426	$ 291,426

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FAMILY MEDIATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ 544	$ 544
Total Revenues	-	544	544
EXPENDITURES			
Current:			
Court-Related	103,627	6,450	97,177
Total Expenditures	103,627	6,450	97,177
Excess (Deficiency) of Revenues Over (Under) Expenditures	(103,627)	(5,906)	97,721
Net Change in Fund Balance	(103,627)	(5,906)	97,721
Fund Balance - Beginning	103,627	103,627	-
Fund Balance - Ending	$ -	$ 97,721	$ 97,721

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FIRE PROTECTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits and Fees	$ 66,500	$ 108,332	$ 41,832
Special Assessments	15,527,972	16,456,042	928,070
Intergovernmental Revenues	19,000	21,721	2,721
Charges for Services	195,700	206,000	10,300
Investment Income	38,000	29,871	(8,129)
Miscellaneous Revenues	-	47,270	47,270
Total Revenues	15,847,172	16,869,236	1,022,064
EXPENDITURES			
Current:			
Public Safety	17,981,706	16,473,294	1,508,412
Total Expenditures	17,981,706	16,473,294	1,508,412
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,134,534)	395,942	2,530,476
OTHER FINANCING SOURCES (USES)			
Transfers In	21,631	21,631	-
Transfers (Out)	(257,038)	(257,038)	-
Total Other Financing Sources and (Uses)	(235,407)	(235,407)	-
Net Change in Fund Balance	(2,369,941)	160,535	2,530,476
Fund Balance - Beginning	2,369,941	2,369,941	-
Fund Balance - Ending	$ -	$ 2,530,476	$ 2,530,476

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
EMERGENCY 911 OPERATIONS FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 1,344,250	$ 1,370,509	$ 26,259
Investment Income	-	1,850	1,850
Total Revenues	1,344,250	1,372,359	28,109
EXPENDITURES			
Current:			
Public Safety	1,422,019	741,008	681,011
Total Expenditures	1,422,019	741,008	681,011
Excess (Deficiency) of Revenues Over (Under) Expenditures	(77,769)	631,351	709,120
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	(735,991)	(26,871)	709,120
Fund Balance - Beginning	735,991	735,991	-
Fund Balance - Ending	$ -	$ 709,120	$ 709,120

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD-CDGB HOUSING REHABILITATION LOAN FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 48,000	$ -	$ (48,000)
Investment Income	2,000	1,241	(759)
Miscellaneous Revenues	-	21,038	21,038
Total Revenues	50,000	22,279	(27,721)
EXPENDITURES			
Current:			
Economic Environment	109,159	-	109,159
Total Expenditures	109,159	-	109,159
Excess (Deficiency) of Revenues Over (Under) Expenditures	(59,159)	22,279	81,438
Net Change in Fund Balance	(59,159)	22,279	81,438
Fund Balance - Beginning	59,159	59,158	(1)
Fund Balance - Ending	$ -	$ 81,437	$ 81,437

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
HUD HOME FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,140,932	$ 436,385	$ (2,704,547)
Investment Income	-	1,928	1,928
Miscellaneous Revenues	85,000	86,223	1,223
Total Revenues	3,225,932	524,536	(2,701,396)
EXPENDITURES			
Current:			
Economic Environment	3,226,020	469,749	2,756,271
Total Expenditures	3,226,020	469,749	2,756,271
Excess (Deficiency) of Revenues Over (Under) Expenditures	(88)	54,787	54,875
OTHER FINANCING SOURCES (USES)			
Transfers In	88	88	-
Total Other Financing Sources and (Uses)	88	88	-
Net Change in Fund Balance	-	54,875	54,875
Fund Balance - Beginning	-	200,388	200,388
Fund Balance - Ending	$ -	$ 255,263	$ 255,263

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SOUTHWEST SECTOR ROAD PROJECT FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 791,090	$ -	$ (791,090)
Investment Income	-	7,850	7,850
Total Revenues	791,090	7,850	(783,240)
EXPENDITURES			
Current:			
Transportation	1,448,271	-	1,448,271
Total Expenditures	1,448,271	-	1,448,271
Excess (Deficiency) of Revenues Over (Under) Expenditures	(657,181)	7,850	665,031
Net Change in Fund Balance	(657,181)	7,850	665,031
Fund Balance - Beginning	657,181	1,448,271	791,090
Fund Balance - Ending	$ -	$ 1,456,121	$ 1,456,121

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BOB SIKES TOLL FACILITIES FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Charges for Services	$ 3,301,250	$ 3,540,583	$ 239,333
Investment Income	-	53,905	53,905
Miscellaneous Revenues	-	6,733	6,733
Total Revenues	3,301,250	3,601,221	299,971
EXPENDITURES			
Current:			
General Government	7,052,873	1,084,049	5,968,824
Total Expenditures	7,052,873	1,084,049	5,968,824
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,751,623)	2,517,172	6,268,795
OTHER FINANCING SOURCES			
Transfers In	3,598	3,598	-
Transfers (Out)	(1,321,715)	(1,314,883)	6,832
Total Other Financing Sources	(1,318,117)	(1,311,285)	6,832
Net Change in Fund Balance	(5,069,740)	1,205,887	6,275,627
Fund Balance - Beginning	5,069,740	8,622,963	3,553,223
Fund Balance - Ending	$ -	$ 9,828,850	$ 9,828,850

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION TRUST FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	$ 8,051,250	$ 9,177,581	$ 1,126,331
Permits and Fees	-	1,350	1,350
Intergovernmental Revenues	4,371,480	4,753,345	381,865
Charges for Services	210,900	310,206	99,306
Investment Income	-	14,330	14,330
Miscellaneous Revenues	1,005,668	1,325,800	320,132
Total Revenues	13,639,298	15,582,612	1,943,314
EXPENDITURES			
Current:			
Public Safety	6,867,804	6,413,285	454,519
Transportation	17,390,119	15,373,468	2,016,651
Total Expenditures	24,257,923	21,786,753	2,471,170
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,618,625)	(6,204,141)	4,414,484
OTHER FINANCING SOURCES			
Transfers In	6,797,463	6,797,463	-
Total Other Financing Sources	6,797,463	6,797,463	-
Net Change in Fund Balance	(3,821,162)	593,322	4,414,484
Fund Balance - Beginning	3,821,162	4,072,989	251,827
Fund Balance - Ending	$ -	$ 4,666,311	$ 4,666,311

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MSBU ASSESSMENT PROGRAM FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 1,097,297	$ 885,879	$ (211,418)
Investment Income	-	7,234	7,234
Total Revenues	1,097,297	893,113	(204,184)
EXPENDITURES			
Current:			
Transportation	1,606,528	1,037,155	569,373
Debt Service			
Principal Retirement	51,642	-	51,642
Interest and Fiscal Charges	20,142	4,550	15,592
Total Expenditures	1,678,312	1,041,705	636,607
Excess (Deficiency) of Revenues Over (Under) Expenditures	(581,015)	(148,592)	432,423
Net Change in Fund Balance	(581,015)	(148,592)	432,423
Fund Balance - Beginning	581,015	575,741	(5,274)
Fund Balance - Ending	$ -	$ 427,149	$ 427,149

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MASTER DRAINAGE BASIN FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Special Assessments	$ 542,933	$ 131,419	$ (411,514)
Investment Income	-	3,528	3,528
Total Revenues	542,933	134,947	(407,986)
EXPENDITURES			
Current:			
Transportation	774,767	165,615	609,152
Total Expenditures	774,767	165,615	609,152
Excess (Deficiency) of Revenues Over (Under) Expenditures	(231,834)	(30,668)	201,166
Net Change in Fund Balance	(231,834)	(30,668)	201,166
Fund Balance - Beginning	231,834	675,113	443,279
Fund Balance - Ending	$ -	$ 644,445	$ 644,445

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CLERK PROGRAMS
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 765,227	$ 765,227	$ -
Charges for Services	529,100	620,988	91,888
Judgments and Fines	217,996	217,996	-
Miscellaneous Revenues	-	130	130
Total Revenues	1,512,323	1,604,341	92,018
EXPENDITURES			
Current:			
Court-Related	1,722,031	1,568,488	153,543
Total Expenditures	1,722,031	1,568,488	153,543
Excess (Deficiency) of Revenues Over (Under) Expenditures	(209,708)	35,853	245,561
Net Change in Fund Balance	(209,708)	35,853	245,561
Fund Balance - Beginning	209,708	2,735,993	2,526,285
Fund Balance - Ending	$ -	$ 2,771,846	$ 2,771,846

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
SHERIFF PROGRAMS
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 136,990	$ 122,128	$ (14,862)
Judgments and Fines	69,393	69,393	-
Total Revenues	206,383	191,521	(14,862)
EXPENDITURES			
Current:			
Public Safety	206,383	191,521	14,862
Total Expenditures	206,383	191,521	14,862
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, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ 49,590	$ 40,206	$ (9,384)
Investment Income	-	43	43
Total Revenues	49,590	40,249	(9,341)
EXPENDITURES			
Current:			
General Government	57,029	47,688	9,341
Total Expenditures	57,029	47,688	9,341
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,439)	(7,439)	-
OTHER FINANCING SOURCES (USES)			
Transfers In	7,439	7,439	-
Total Other Financing Sources and (Uses)	7,439	7,439	-
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, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental	$ -	60,000	60,000
Investment Income	9,375	46,153	36,778
Miscellaneous	2,292,147	-	(2,292,147)
Total Revenues	2,301,522	106,153	(2,195,369)
EXPENDITURES			
Debt Service			
Principal Retirement	7,691,996	7,343,000	348,996
Interest and Fiscal Charges	4,790,989	3,954,688	836,301
Bond Issuance Cost	562,302	551,878	10,424
Total Expenditures	13,045,287	11,849,566	1,195,721
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,743,765)	(11,743,413)	(999,648)
OTHER FINANCING SOURCES (USES)			
Transfers In	10,743,765	12,545,834	1,802,069
Total Other Financing Sources and (Uses)	10,743,765	12,545,834	1,802,069
Net Change in Fund Balance	-	802,421	802,421
Fund Balance - Beginning	-	864,390	864,390
Fund Balance - Ending	$ -	$ 1,666,811	$ 1,666,811

ESCAMBIA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS - CAPITAL PROJECTS FUNDS
September 30, 2017

	Federal Transit Administration Fund	New Road Construction Fund	Total Nonmajor Capital Projects Funds
ASSETS			
Cash and Cash Equivalents	$ 161,842	$ -	$ 161,842
Investments	92,432	-	92,432
Special Assessments Receivable	-	-	-
Due from Other Funds	-	-	-
Due from Other Governments	129,088	-	129,088
Total Assets	383,362	-	383,362
LIABILITIES			
Accounts Payable	37,842	-	37,842
Due to Other Governments	8,133	-	8,133
Unearned Revenue	16,506	-	16,506
Total Liabilities	62,481	-	62,481
FUND BALANCES			
Restricted for:			
Mass Transit Capital	320,881	-	320,881
Road Construction	-	-	-
Total Fund Balances	320,881	-	320,881
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 383,362	$ -	$ 383,362

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS - CAPITAL PROJECTS FUNDS
For the Year Ended September 30, 2017

	Federal Transit Administration Fund	New Road Construction Fund	Total Nonmajor Capital Projects Funds
REVENUES			
Intergovernmental Revenues	$ 254,593	$ -	$ 254,593
Investment Income	1,500	-	1,500
Miscellaneous Revenues	-	-	-
Total Revenues	256,093	-	256,093
EXPENDITURES			
Current:			
Transportation	78,968	-	78,968
Capital Outlay	176,826	548	177,374
Total Expenditures	255,794	548	256,342
Excess (Deficiency) of Revenues Over (Under) Expenditures	299	(548)	(249)
Net Change in Fund Balances	299	(548)	(249)
Fund Balances - Beginning	320,582	548	321,130
Fund Balances - Ending	$ 320,881	$ -	$ 320,881

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
FEDERAL TRANSIT ADMINISTRATION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	$ 3,334,585	$ 254,593	$ (3,079,992)
Investment Income	-	1,500	1,500
Total Revenues	3,334,585	256,093	(3,078,492)
EXPENDITURES			
Current:			
Transportation	548,849	78,968	469,881
Capital Outlay	2,785,736	176,826	2,608,910
Total Expenditures	3,334,585	255,794	3,078,791
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	299	299
Net Change in Fund Balance	-	299	299
Fund Balance - Beginning	-	320,582	320,582
Fund Balance - Ending	$ -	$ 320,881	$ 320,881

ESCAMBIA COUNTY, FLORIDA
BUDGETARY COMPARISON SCHEDULE
NEW ROAD CONSTRUCTION FUND
For the Year Ended September 30, 2017

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Investment Income	$ -	$ -	$ -
Total Revenues	-	-	-
EXPENDITURES			
Capital Outlay	548	548	-
Total Expenditures	548	548	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(548)	(548)	-
Net Change in Fund Balance	(548)	(548)	-
Fund Balance - Beginning	548	548	-
Fund Balance - Ending	$ -	$ -	$ -

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, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,002,367	$ 1,682,097	$ 3,684,464
Restricted Assets Available for Current Liabilities	286,489	-	286,489
Investments	1,306,826	268,047	1,574,873
Accounts Receivable, Net of Allowance for Uncollectable Accounts	-	201,982	201,982
Inventories	-	48,687	48,687
Prepaid Items	-	556	556
Total Current Assets	3,595,682	2,201,369	5,797,051
Noncurrent Assets:			
Restricted Assets:			
Escrow Deposits - restricted	286,489	-	286,489
Less: Portion Classified as Current	(286,489)	-	(286,489)
Total Restricted Assets	-	-	-
Capital Assets:			
Buildings	-	25,847,788	25,847,788
Improvements Other than Buildings	-	3,094,463	3,094,463
Machinery, Equipment and Vehicles	476,100	2,181,040	2,657,140
Less: Accumulated Depreciation	(298,751)	(26,209,335)	(26,508,086)
Total Capital Assets (Net)	177,349	4,913,956	5,091,305
Total Noncurrent Assets	177,349	4,913,956	5,091,305
Total Assets	3,773,031	7,115,325	10,888,356
DEFERRED OUTFLOW OF RESOURCES			
Pension Cost and Subsequent Contributions	795,663	-	795,663
Total deferred outflow of resources	795,663	-	795,663

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENT OF NET POSITION - Continued
NONMAJOR PROPRIETARY FUNDS
September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	6,755	599,837	606,592
Accrued Liabilities	90,691	-	90,691
Compensated Absences Payable	33,013	-	33,013
Due to Other Governments	4,240	7,162	11,402
Deposits	21,849	563	22,412
Other Current liabilities	-	1,485,713	1,485,713
Current Liabilities Payable from Restricted Assets:			
Escrow Deposits - restricted	286,489	-	286,489
Total Current Liabilities	443,037	2,093,275	2,536,312
Noncurrent Liabilities:			
Compensated Absences Payable	297,660	-	297,660
Other Post Employment Benefits	99,915	-	99,915
Net Pension Liability Proportionate Share	1,610,399	-	1,610,399
Total Noncurrent Liabilities	2,007,974	-	2,007,974
Total Liabilities	2,451,011	2,093,275	4,544,286
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	148,069	-	148,069
Total deferred inflow of resources	148,069	-	148,069
NET POSITION			
Net Investment in Capital Assets	177,349	4,913,956	5,091,305
Unrestricted	1,792,265	108,094	1,900,359
Total Net Position	$ 1,969,614	$ 5,022,050	$ 6,991,664

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Operating Revenues:			
Charges for Services	$ 2,622,138	$ 4,564,426	$ 7,186,564
Miscellaneous Revenues	30,399	8,585	38,984
Total Operating Revenues	2,652,537	4,573,011	7,225,548
Operating Expenses:			
Personal Services	2,017,817	-	2,017,817
Contracted Services	-	5,969,960	5,969,960
Supplies and Materials	34,767	-	34,767
Repairs and Maintenance	130,946	-	130,946
Other Services and Charges	277,507	77,585	355,092
Depreciation	33,847	788,411	822,258
Premiums/Claims Expense	5,236	170,182	175,418
Total Operating Expenses	2,500,120	7,006,138	9,506,258
Operating Income (Loss)	152,417	(2,433,127)	(2,280,710)
Nonoperating Revenues (Expenses):			
Investment Income	16,569	1,349	17,918
Gain (Loss) on Disposal of Capital Assets	-	-	-
Total Nonoperating Revenues (Expenses)	16,569	1,349	17,918
Income Before Transfers and Contributions	168,986	(2,431,778)	(2,262,792)
Transfer In	15,238	1,300,000	1,315,238
Capital Contributions	-	154,650	154,650
Change in Net Position	184,224	(977,128)	(792,904)
Net Position - Beginning	1,785,390	5,999,178	7,784,568
Net Position - Ending	$ 1,969,614	$ 5,022,050	$ 6,991,664

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	Business-type Activities - Enterprise Funds		
	Inspection Fund	Bay Center Fund	Total
Cash Flows from Operating Activities			
Receipts from customers and users	$ 2,658,944	$ 4,296,679	$ 6,955,623
Payments to suppliers	(448,981)	(6,195,665)	(6,644,646)
Payments to employees	(1,870,709)	-	(1,870,709)
Net Cash Provided (Used) by Operating Activities	339,254	(1,898,986)	(1,559,732)
Cash Flows from Noncapital Financing Activities			
Transfers from other funds	15,238	1,300,000	1,315,238
Net Cash Provided (Used) by Noncapital Financing Activities	15,238	1,300,000	1,315,238
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	(1,066)	29,681	28,615
Proceeds from disposal of capital assets	-	-	-
Net Cash (Used) by Capital and Related Financing Activities	(1,066)	29,681	28,615
Cash Flows from Investing Activities			
Sale (purchase) of investments	46,030	22,096	68,126
Interest received	16,569	1,349	17,918
Net Cash Provided (Used) by Investing Activities	62,599	23,445	86,044
Net Increase (Decrease) in Cash and Cash Equivalents	416,025	(545,860)	(129,835)
Cash and cash equivalents at beginning of year	1,872,831	2,227,957	4,100,788
Cash and cash equivalents at end of year	$ 2,288,856	$ 1,682,097	$ 3,970,953
Cash and Cash Equivalents Classified As:			
Current assets	$ 2,002,367	$ 1,682,097	$ 3,684,464
Current restricted assets	286,489	-	286,489
Total Cash and Cash Equivalents	$ 2,288,856	$ 1,682,097	$ 3,970,953

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
NONMAJOR PROPRIETARY FUNDS
For the Year Ended September 30, 2017

	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)	$ 152,417	$ (2,433,127)	$ (2,280,710)
Depreciation	33,847	788,411	822,258
Change in Assets and Liabilities:			
Accounts receivable	372	(104,466)	(104,094)
Inventories	-	20,679	20,679
Prepaids	-	(21)	(21)
Accounts payable	(4,765)	11,717	6,952
Contracts payable	-	-	-
Accrued liabilities	(3,787)	-	(3,787)
Due to other governments	4,240	(10,313)	(6,073)
Customer deposits	6,035	563	6,598
Other current liabilities	-	(172,429)	(172,429)
Compensated absences	20,682	-	20,682
Post employment benefits	7,972	-	7,972
Net pension liability proportionate share and related deferred outflows/inflows of resources	122,241	-	122,241
Claims payable	-	-	-
Total Adjustments	186,837	534,141	720,978
Net Cash Provided (Used) by Operating Activities	$ 339,254	$ (1,898,986)	$ (1,559,732)
Schedule of non-cash capital activities:			
Contributions of capital assets	$ -	$ 154,650	$ 154,650

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, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 9,156,488	$ 687,817	$ 9,844,305
Investments	5,169,795	-	5,169,795
Accounts Receivable, Net of Allowance for Uncollectable Accounts	761,639	-	761,639
Due from Other Funds	873,842	-	873,842
Due from Other Governments	112,441	-	112,441
Inventories	305,933	-	305,933
Total Current Assets	16,380,138	687,817	17,067,955
Advances Due from Other Funds	-	-	-
Capital Assets:			
Buildings	399,564	-	399,564
Improvements Other than Buildings	937,373	-	937,373
Machinery, Equipment and Vehicles	275,443	-	275,443
Less: Accumulated Depreciation	(959,052)	-	(959,052)
Total Capital Assets (Net)	653,328	-	653,328
Total Noncurrent Assets	653,328	-	653,328
Total Assets	17,033,466	687,817	17,721,283
DEFERRED OUTFLOW OF RESOURCES			
Unamortized Pension Cost and Subsequent Contributions	347,846	-	347,846
Total deferred outflow of resources	347,846	-	347,846

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Totals
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,225,739	-	2,225,739
Accrued Liabilities	49,630	-	49,630
Compensated Absences Payable	28,233	68,782	97,015
Estimated Claims Payable	2,732,972	-	2,732,972
Due to Other Funds	-	-	-
Due to Other Governments	325,725	-	325,725
Deposits	556	-	556
Total Current Liabilities	5,362,855	68,782	5,431,637
Noncurrent Liabilities:			
Compensated Absences Payable	254,845	619,035	873,880
Other Post Employment Benefits	62,098	-	62,098
Net Pension Liability	706,564	-	706,564
Estimated Claims Payable	7,052,492	-	7,052,492
Total Noncurrent Liabilities	8,075,999	619,035	8,695,034
Total Liabilities	13,438,854	687,817	14,126,671
DEFERRED INFLOW OF RESOURCES			
Unamortized Pension Costs	67,384	-	67,384
Total deferred inflow of resources	67,384	-	67,384
NET POSITION			
Net Investment in Capital Assets	653,328	-	653,328
Unrestricted	3,221,746	-	3,221,746
Total Net Position	$ 3,875,074	$ -	$ 3,875,074

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	Clerk Internal Service Fund	Total
Operating Revenues:			
Charges for Services	$ 31,972,387	$ 381,697	$ 32,354,084
Miscellaneous Revenues	-	-	-
Total Operating Revenues	31,972,387	381,697	32,354,084
Operating Expenses:			
Personal Services	1,206,635	381,697	1,588,332
Claims Incurrred and Changes in Estimate	7,807,557	-	7,807,557
Repairs and Maintenance	72,913	-	72,913
Other Services and Charges	4,164,470	-	4,164,470
Depreciation	70,303	-	70,303
Premiums/Claims Expense	27,260,387	-	27,260,387
Total Operating Expenses	40,582,265	381,697	40,963,962
Operating Income (Loss)	(8,609,878)	-	(8,609,878)
Nonoperating Revenues (Expenses):			
Investment Income	76,787	-	76,787
Total Nonoperating Revenues (Expenses)	76,787	-	76,787
Income Before Transfers and Contributions	(8,533,091)	-	(8,533,091)
Transfer In	2,425,000	-	2,425,000
Transfer (Out)	(1,589,725)	-	(1,589,725)
Change in Net Position	(7,697,816)	-	(7,697,816)
Net Position - Beginning	11,572,890	-	11,572,890
Net Position - Ending	$ 3,875,074	$ -	$ 3,875,074

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	Governmental Activities- Internal Service funds		
	BCC Internal Service Fund	**Clerk Internal Service Fund**	**Total**
Cash Flows from Operating Activities			
Receipts from customers and users	$ 4,968,468	$ -	$ 4,968,468
Receipts from interfund risk/benefits management	23,326,197	-	23,326,197
Receipts from interfund fleet/fuel management	3,338,246	-	3,338,246
Payments to suppliers	(39,576,974)	-	(39,576,974)
Payments to employees	(1,071,069)	(98,975)	(1,170,044)
Net Cash Provided (Used) by Operating Activities	(9,015,132)	(98,975)	(9,114,107)
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	(1,589,725)	-	(1,589,725)
Transfers from Other Funds	2,425,000	-	2,425,000
Advances due to/from other funds	(146,247)	-	(146,247)
Net Cash Provided (Used) by Noncapital Financing Activities	689,028	-	689,028
Cash Flows from Capital and Related Financing Activities			
Acquisition/construction of capital assets	-	-	-
Net Cash (Used) by Capital and Related Financing Activities	-	-	-
Cash Flows from Investing Activities			
Sale (purchase) of investments	4,258,660	-	4,258,660
Interest received	76,787	-	76,787
Net Cash Provided (Used) by Investing Activities	4,335,447	-	4,335,447
Net Increase (Decrease) in Cash and Cash Equivalents	(3,990,657)	(98,975)	(4,089,632)
Cash and cash equivalents at beginning of year	13,147,145	786,792	13,933,937
Cash and Cash Equivalents at End of Year	$ 9,156,488	$ 687,817	$ 9,844,305
Cash and Cash Equivalents Classified As:			
Current assets	$ 9,156,488	$ 687,817	$ 9,844,305
Total Cash and Cash Equivalents	$ 9,156,488	$ 687,817	$ 9,844,305

Continued

ESCAMBIA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS - Continued
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2017

	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	$ (8,609,878)	$ -	$ (8,609,878)
Depreciation	70,303	-	70,303
Change in Assets and Liabilities:			
(Increase) Decrease in accounts receivable	(250,022)	-	(250,022)
(Increase) Decrease in inventories	(46,456)	-	(46,456)
(Increase) Decrease in prepaids	27,318	-	27,318
Increase (Decrease) in accounts payable	465,305	-	465,305
Increase (Decrease) in accrued liabilities	2,544	-	2,544
Increase (Decrease) in due to other governments	(237,097)	-	(237,097)
Increase (Decrease) in customer deposits	(50,448)	-	(50,448)
Increase (Decrease) in compensated absences	19,995	(98,975)	(78,980)
Increase (Decrease) in Post Employment Benefits	9,209	-	9,209
Increase (Decrease) in net pension liability and related deferred outflows/inflows of resources	64,812	-	64,812
Increase (Decrease) in claims payable	(480,717)	-	(480,717)
Total Adjustments	(405,254)	(98,975)	(504,229)
Net Cash Provided (Used for) Operating Activities	$ (9,015,132)	$ (98,975)	$ (9,114,107)
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, 2017

	Clerk General Agency	Sheriff General Agency	Tax Collector General	Totals
ASSETS				
Cash and Cash Equivalents	$ 5,025,854	$ 273,001	$ 3,476,423	$ 8,775,278
Accounts Receivable	-	-	477,035	477,035
Total Assets	$ 5,025,854	$ 273,001	$ 3,953,458	$ 9,252,313
LIABILITIES				
Due to Other Governments	$ 23,211	$ 5,030	$ 3,439,968	$ 3,468,209
Due to Individuals	1,578,685	267,971	513,490	2,360,146
Other Current Liabilities	3,423,958	-	-	3,423,958
Total Liabilities	$ 5,025,854	$ 273,001	$ 3,953,458	$ 9,252,313

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
For the Year Ended September 30, 2017

CLERK GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
Accounts Receivable	-	-	-	-
Total Assets	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
LIABILITIES				
Accounts Payable	$ -	$ 74,923	$ 74,923	$ -
Due to Other Governments	35,166	63,594	75,549	23,211
Due to Individuals	1,499,972	2,966,184	2,887,471	1,578,685
Other Current Liabilities	4,433,217	19,913,637	20,922,896	3,423,958
Total Liabilities	$ 5,968,355	$ 23,018,338	$ 23,960,839	$ 5,025,854

SHERIFF GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
Accounts Receivable	-	-	-	-
Total Assets	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
LIABILITIES				
Due to Other Governments	$ -	$ 5,030	$ -	$ 5,030
Due to Individuals	265,769	1,776,304	1,774,102	267,971
Other Current Liabilities	-	-	-	-
Total Liabilities	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001

TAX COLLECTOR GENERAL AGENCY FUNDS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 3,793,222	$ 1,602,648,180	$ 1,602,964,979	$ 3,476,423
Accounts Receivable	323,515	36,686,172	36,532,652	477,035
Total Assets	$ 4,116,737	$ 1,639,334,352	$ 1,639,497,631	$ 3,953,458
LIABILITIES				
Due to Other Governments	$ 3,212,218	$ 39,567,488	$ 39,339,738	$ 3,439,968
Due to Individuals	904,519	403,837,312	404,228,341	513,490
Total Liabilities	$ 4,116,737	$ 443,404,800	$ 443,568,079	$ 3,953,458

Continued

ESCAMBIA COUNTY, FLORIDA
STATEMENTS OF CHANGES IN ASSETS AND LIABILITIES - Continued
AGENCY FUNDS
For the Year Ended September 30, 2017

AGENCY COMBINED TOTALS

	Balance 10/01/16	Additions	Deductions	Balance 09/30/17
ASSETS				
Cash and Cash Equivalents	$ 10,027,346	$ 1,627,238,089	$ 1,628,490,157	$ 8,775,278
Accounts Receivable	323,515	36,686,172	36,532,652	477,035
Total Assets	$ 10,350,861	$ 1,663,924,261	$ 1,665,022,809	$ 9,252,313
LIABILITIES				
Accounts Payable	$ -	$ 74,923	$ 74,923	$ -
Due to Other Governments	3,247,384	39,636,112	39,415,287	3,468,209
Due to Individuals	2,670,260	408,579,800	408,889,914	2,360,146
Other Current Liabilities	4,433,217	19,913,637	20,922,896	3,423,958
Total Liabilities	$ 10,350,861	$ 468,204,472	$ 469,303,020	$ 9,252,313

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.

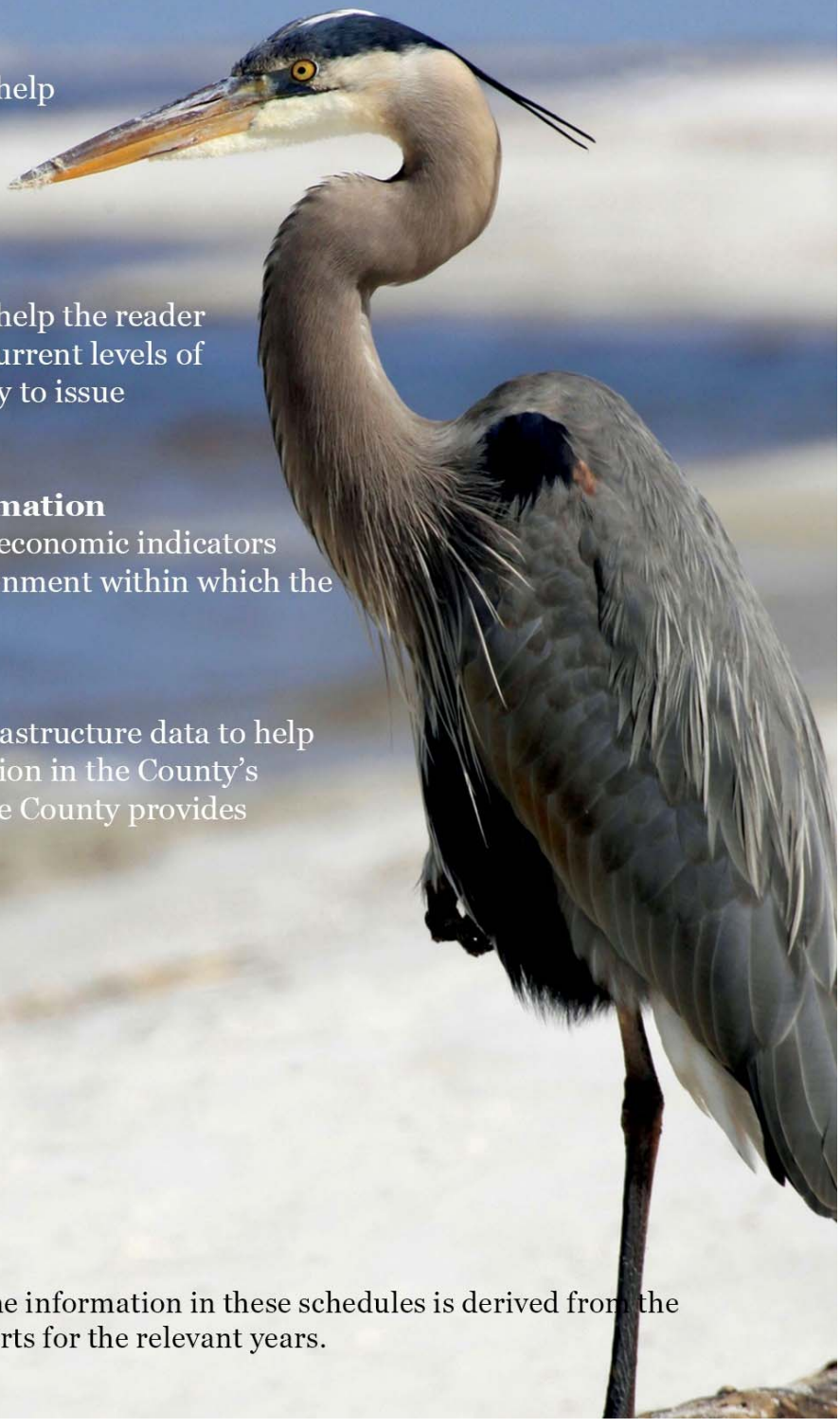
Financial Trends
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

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.

Schedule 1
Escambia County, Florida

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2017	2016	2015	2014*
Governmental activities				
Net investment in capital assets	$ 463,840	$ 437,792	$ 436,375	$ 442,851
Restricted	164,972	155,972	128,529	64,981
Unrestricted	(102,043)	(68,495)	(58,603)	(22,759)
Total governmental activities net position	526,769	525,269	506,301	485,073
Business-type activities				
Net investment in capital assets	49,735	47,463	51,827	50,952
Unrestricted	25,594	26,377	17,218	13,816
Total business-type activities net position	75,329	73,840	69,045	64,768
Primary government				
Net investment in capital assets	513,575	485,255	488,202	493,803
Restricted	164,972	155,972	128,529	64,981
Unrestricted	(76,449)	(42,118)	(41,384)	(8,943)
Total primary government net position	$ 602,098	$ 599,109	$ 575,347	$ 549,841

* As restated for change in Accounting Principle

Continued next page

2013	2012	2011	2010	2009	2008
$ 452,717	$ 458,089	$ 458,331	$ 445,075	$ 421,039	$ 411,670
102,728	86,651	85,670	91,990	9,422	766
15,359	30,839	10,083	10,312	100,805	88,968
570,804	575,579	554,084	547,377	531,266	501,404
52,502	49,930	49,870	48,811	47,589	43,157
15,992	14,852	14,200	10,707	880	2,422
68,494	64,782	64,070	59,518	48,469	45,579
505,219	508,019	508,201	493,887	468,628	454,827
102,728	86,651	85,670	91,990	9,422	766
31,351	45,691	24,283	21,019	101,685	91,390
$ 639,298	$ 640,361	$ 618,154	$ 606,896	$ 579,735	$ 546,983

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
Expenses	**2017**	**2016**	**2015**	**2014**
Governmental activities:				
General government	$ 71,637	$ 59,270	$ 52,406	$ 63,252
Public Safety	148,553	146,708	127,345	127,213
Physical environment	2,855	2,736	2,423	1,618
Transportation	48,569	56,118	51,235	48,542
Economic environment	14,088	12,461	11,486	12,139
Human services	2,679	2,602	2,689	2,462
Culture and recreation	9,957	10,248	9,140	8,930
Court related	12,583	11,686	12,955	11,215
Interest	4,574	3,277	3,441	3,392
Total governmental activities expenses	315,495	305,106	273,120	278,763
Business-type activities:				
Solid waste	10,110	10,143	9,956	9,919
Emergency medical services	13,616	12,678	10,978	10,796
Inspection fund	2,500	2,435	2,187	2,079
Bay Center	7,006	6,837	6,685	6,560
Total business-type activities expenses	33,232	32,093	29,806	29,354
Total primary government expenses	$ 348,727	$ 337,199	$ 302,926	$ 308,117
Program Revenues				
Governmental activities:				
Charges for services				
General government	5,378	4,933	4,471	4,273
Public safety	22,684	19,472	17,998	17,947
Physical environment	15,806	15,707	17,732	14,935
Transportation	7,053	6,854	6,746	6,509
Economic environment	382	581	270	380
Culture/recreation	514	520	522	494
Court related	12,316	11,559	11,543	10,021
Operating grants and contributions	19,187	24,286	18,434	18,946
Capital grants and contributions	9,856	8,255	8,104	10,655
Total governmental activities program revenue	93,176	92,167	85,820	84,160
Business-type activities:				
Charges for services				
Solid waste	15,373	15,141	13,485	13,618
Emergency medical services	10,963	12,832	12,013	12,158
Inspection fund	2,622	2,581	2,262	2,299
Bay Center	4,564	4,975	4,409	4,558
Operating grants and contributions	-	-	-	103
Capital grants and contributions	155	161	735	131
Total business-type activities program revenue	33,677	35,690	32,904	32,867
Total primary government program revenues	$ 126,853	$ 127,857	$ 118,724	$ 117,027
Net (Expense)/Revenue				
Governmental activities	$ (222,319)	$ (212,939)	$ (187,300)	$ (194,603)
Business-type activities	445	3,597	3,098	3,513
Total primary government net expense	$ (221,874)	$ (209,342)	$ (184,202)	$ (191,090)

Continued next page

2013	2012	2011	2010	2009	2008
$ 74,163	$ 67,918	$ 66,068	$ 58,525	$ 68,563	$ 74,196
107,598	120,918	117,657	120,345	118,799	126,128
2,057	4,694	6,892	4,418	4,348	7,351
52,130	49,084	47,726	44,860	43,887	45,859
11,274	13,225	13,361	19,468	11,326	16,955
2,493	2,781	2,790	3,318	3,386	4,654
4,464	7,024	6,073	5,647	5,851	5,312
10,152	7,922	8,405	8,446	8,607	8,911
3,058	4,388	5,165	5,397	6,471	5,909
267,389	277,954	274,137	270,424	271,238	295,275
9,988	10,254	11,941	11,822	7,861	10,330
9,912	9,723	9,387	9,563	14,195	15,036
1,876	2,285	2,580	2,874	3,141	3,448
6,583	5,876	5,743	6,509	5,523	6,197
28,359	28,138	29,651	30,769	30,720	35,011
$ 295,748	$ 306,092	$ 303,788	$ 301,193	$ 301,958	$ 330,286
4,285	25,380	25,142	25,084	26,578	24,133
17,725	18,629	17,679	17,469	14,589	16,180
13,582	2,625	2,364	2,566	2,452	3,156
6,249	1,254	1,444	1,241	1,023	1,306
321	6	42	5	18	170
380	397	300	311	266	357
6,674	2,791	3,070	3,007	9,930	9,717
19,239	45,950	32,687	31,039	15,183	10,769
4,813	10,683	11,704	27,450	33,056	22,750
73,268	107,716	94,432	108,172	103,096	88,538
11,998	11,674	12,489	11,681	9,830	12,008
11,454	9,386	11,548	13,924	14,074	13,828
2,091	1,970	1,904	1,829	1,997	2,542
3,905	3,735	3,490	3,974	3,473	3,629
2	236	14	107	6	82
1,556	92	718	1,624	972	1,647
31,006	27,093	30,163	33,138	30,352	33,736
$ 104,274	$ 134,809	$ 124,595	$ 141,310	$ 133,448	$ 122,274
$ (194,121)	$ (170,237)	$ (179,705)	$ (162,252)	$ (168,142)	$ (206,737)
2,647	(1,046)	512	2,369	(369)	(1,275)
$ (191,474)	$ (171,283)	$ (179,193)	$ (159,883)	$ (168,511)	$ (208,012)

Continued next page

Schedule 2
Escambia County, Florida

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Amounts Expressed in Thousands)

	Fiscal Year			
	2017	**2016**	**2015**	**2014**
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	$ 110,051	$ 109,691	$ 108,848	$ 101,076
Sales tax	66,762	64,634	62,074	59,450
Gasoline taxes	18,797	18,178	17,507	16,107
Tourist development tax	10,598	9,956	9,160	8,396
Other taxes and payments in lieu of taxes	4,789	4,759	5,961	6,028
Intergovernmental-unrestricted	8,522	8,216	7,987	7,408
Investment income	2,135	2,805	2,659	1,348
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	2,908	4,677	6,528	8,131
Gain (loss) on sale of capital assets	-	-	(11,481)	-
Transfers - internal activities	(744)	(697)	(715)	(763)
Special Item	-	9,689	-	-
Total general revenues and transfers	223,818	231,908	208,528	207,181
Business-type activities:				
Investment income	258	416	386	177
Gain (loss) on sale of capital assets	-	-	-	-
Miscellaneous	43	83	79	400
Capital contributions	-	-	-	-
Transfers - internal activities	744	697	715	763
Total business-type activities	1,045	1,196	1,180	1,340
Total primary government	$ 224,863	$ 233,104	$ 209,708	$ 208,521
Change in Net Position				
Governmental activities	$ 1,499	$ 18,969	$ 21,228	$ 12,578
Business-type activities	1,490	4,793	4,278	4,853
Total change in net position	$ 2,989	$ 23,762	$ 25,506	$ 17,431

Continued next page

2013	2012	2011	2010	2009	2008
$ 93,789	$ 99,683	$ 105,428	$ 103,386	$ 107,317	$ 130,009
56,515	54,113	53,164	49,382	49,756	54,403
12,621	13,069	13,315	13,388	13,441	13,750
7,801	7,156	6,462	5,051	5,333	5,533
7,865	-	-	-	-	-
7,024	8,333	8,189	8,227	8,151	9,058
390	3,617	1,509	1,163	3,364	6,042
-	5,246	104	133	-	290
4,249	1,619	1,698	2,180	13,472	1,861
-	-	-	-	-	-
(907)	(1,104)	(3,456)	(8,044)	(2,830)	(214)
-	-	-	-	-	-
189,347	191,732	186,413	174,866	198,005	220,732
53	615	228	130	176	593
-	-	146	90	198	58
104	38	209	416	55	67
-	-	-	-	-	-
907	1,104	3,456	8,044	2,830	214
1,064	1,757	4,039	8,680	3,259	932
$ 190,411	$ 193,489	$ 190,452	$ 183,546	$ 201,264	$ 221,664
$ (4,774)	$ 21,495	$ 6,708	$ 12,614	$ 29,863	$ 13,995
3,711	711	4,551	11,049	2,890	(343)
$ (1,063)	$ 22,206	$ 11,259	$ 23,663	$ 32,753	$ 13,652

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						
	2017	2016	2015	2014	2013	2012	2011
General Fund:							
Nonspendable	$ 694	$ 644	$ 4,292	$ 4,367	$ 4,805	$ 5,021	$ 579
Restricted	-	-	-	-	52	-	-
Committed	-	-	-	-	-	-	-
Assigned	16,297	18,952	17,911	10,073	8,402	4,908	903
Unassigned	30,149	27,682	25,536	23,647	19,361	16,868	27,954
Total general fund	47,140	47,278	47,739	38,087	32,620	26,798	29,437
All Other Governmental Funds:							
Nonspendable	563	17,954	10,118	5,609	2,567	7,776	18,896
Restricted	244,779	138,898	124,568	123,349	99,764	86,651	85,670
Committed	17,115	14,916	16,121	14,267	13,545	9,100	8,418
Assigned	-	-	-	-	-	8,777	7,655
Unassigned	(9,820)	(8,204)	(6,240)	(3,836)	(3,980)	(6,088)	(18,135)
Total all other governmental funds	252,637	163,564	144,567	139,389	111,896	106,216	102,504
Total all governmental funds	$ 299,777	$ 210,842	$ 192,306	$ 177,476	$ 144,516	$ 133,014	$ 131,941

Note: Prior to 2010, amounts have not been restated for the implementation of GASB Statement No. 54.

Continued next page

	Fiscal Year		
	2010	2009	2008
General Fund:			
Reserved	$ 1,458	$ 1,529	$ 1,941
Unreserved	31,274	31,636	46,959
Total general fund	32,732	33,165	48,900
All Other Governmental Funds:			
Reserved	52,433	56,106	43,306
Unreserved, reported in:			
Special revenue funds	17,321	14,431	8,769
Debt service fund	-	-	-
Capital projects funds	39,352	38,056	33,670
Total all other governmental funds	109,106	108,593	85,745
Total all governmental funds	$ 141,838	$ 141,758	$ 134,645

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)

	2017	2016	2015	2014
REVENUES				
Taxes	$ 180,220	$ 177,312	$ 173,928	$ 161,956
Permits, fees and special assessments	19,048	15,966	16,027	13,916
Franchise fees	14,747	14,883	15,140	14,608
Intergovernmental revenue	67,034	70,451	62,617	62,337
Charges for services	25,441	23,968	23,618	21,677
Fines and forfeits	2,900	2,529	2,606	2,407
Investment income	2,059	2,620	2,504	1,344
Miscellaneous	5,615	6,492	9,820	11,935
Total revenues	317,064	314,221	306,260	290,180
EXPENDITURES				
General government	55,134	55,544	53,032	56,079
Public safety	132,449	132,149	124,781	119,698
Physical environment	3,385	2,110	4,173	1,731
Transportation	33,724	34,398	30,601	27,584
Economic environment	14,635	12,322	11,227	12,796
Human services	2,449	2,549	2,686	2,337
Culture and recreation	8,320	7,677	7,450	6,867
Court-related	11,286	10,541	11,693	10,071
Debt service:				
Principal	7,343	7,160	6,812	4,397
Interest	3,961	3,127	3,290	3,241
Bond issuance costs	552	-	-	-
Capital outlay	42,054	27,418	34,970	32,156
Total expenditures	315,292	294,995	290,715	276,957
Excess of revenues over (under) expenditures	1,772	19,226	15,545	13,223
OTHER FINANCING SOURCES (USES)				
Refunding bonds issued	-	-	-	-
Refunding notes issued	-	-	-	-
Bonds issued	78,060			
Premium(Discount)Notes/Bonds	10,682			
Notes issued	-	-	-	20,500
Proceeds from the sale of capital assets				
Payments made to bond escrow agents	-	-	-	-
Insurance recoveries	-	-	-	-
Transfers in	24,865	22,053	21,251	18,331
Transfers out	(26,444)	(22,743)	(21,966)	(19,094)
Total other financing sources (uses)	87,163	(690)	(715)	19,737
Net change in fund balances	$ 88,935	$ 18,536	$ 14,830	$ 32,960
Debt service as a percentage of noncapital expenditures	4.27%	3.95%	4.09%	3.21%

Continued next page

Fiscal Year 2013	2012	2011	2010	2009	2008
$ 149,265	$ 153,137	$ 157,787	$ 152,344	$ 158,587	$ 181,972
13,546	12,893	12,074	12,180	11,365	12,039
13,308	13,372	13,811	14,109	13,809	13,246
57,770	81,844	68,947	85,534	59,002	64,356
18,111	17,627	17,218	16,885	18,612	20,192
2,262	1,145	1,207	990	3,757	4,381
418	3,415	1,395	1,042	3,126	5,355
8,992	5,180	10,453	6,987	16,401	4,742
263,672	288,613	282,892	290,071	284,659	306,283
58,979	59,147	61,209	51,716	59,419	66,939
103,464	112,270	112,160	108,184	113,003	125,171
2,279	5,251	6,432	5,490	4,831	8,228
26,812	26,183	26,172	23,898	24,615	28,870
10,419	12,517	13,428	18,973	11,731	16,701
2,079	2,254	2,323	2,786	2,872	4,166
2,271	1,556	2,186	1,409	1,645	2,126
9,132	9,308	9,576	9,603	9,533	10,507
3,526	3,670	3,998	13,052	6,168	4,866
3,148	4,388	5,165	5,397	6,471	5,909
-	-	-	-	-	-
32,279	50,446	42,539	46,438	37,920	26,807
254,388	286,991	285,188	286,946	278,208	300,290
9,284	1,622	(2,296)	3,125	6,453	5,993
8,406	48,880	-	-	-	-
-	48,040	-	-	-	-
	-	-	-	-	-
-	-	-	-	1,227	273
	-	-	-	-	-
(8,362)	(96,700)	-	-	-	-
-	749	301	308	2,312	171
18,256	36,443	26,941	35,798	40,548	35,065
(16,083)	(38,057)	(34,843)	(38,842)	(43,378)	(35,280)
2,217	(645)	(7,601)	(2,736)	709	229
$ 11,501	$ 976	$ (9,897)	$ 389	$ 7,162	$ 6,222
3.08%	3.54%	4.06%	4.09%	5.46%	3.94%

Schedule 5
Escambia County, Florida

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property (1)					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property (2)	Total	Total Direct Tax Rate
2008	10,751,338	2,840,855	344,121	2,014,988	15,951,302	8.7020
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

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

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			
	2017	2016	2015	2014
Direct:				
Escambia County	6.6165	6.6165	6.6165	6.6165
Library	0.3590	0.3590	0.3590	0.359
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	6.6310	6.8760	7.1130	7.557
City of Pensacola	4.2895	4.2895	4.2895	4.2895
City of Pensacola Downtown Improvement Board	2.0000	2.0000	2.0000	2.000
Northwest Florida Water Management	0.0353	0.0366	0.0378	0.039
Town of Century	0.9204	0.9732	0.9006	0.9006
Total overlapping rates	13.8762	14.1753	14.3409	14.7861

Source: Escambia County Property Appraiser
www.escpa.org

Continued next page

2013	2012	2011	2010	2009	2008
6.9755	6.9755	6.9755	6.9755	6.9755	8.017
-	-	-	-	-	-
0.685	0.685	0.685	0.685	0.685	0.685
7.6605	7.6605	7.6605	7.6605	7.6605	8.702
7.558	7.821	7.860	7.860	7.720	7.720
4.2895	4.2895	4.5395	4.5395	4.5395	4.598
2.000	2.000	2.000	2.000	2.000	2.000
0.040	0.040	0.045	0.045	0.045	0.045
0.9048	0.9048	0.9048	0.823	0.817	0.781
14.7921	15.0553	15.3493	15.2675	15.1215	15.144

Schedule 7
Escambia County, Florida

PRINICIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2017			Fiscal Year 2008		
Taxpayer	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**	**Assessed Value**	**Rank**	**Percentage of Total County Assessed Value**
Gulf Power Company	$ 693,980	1	4.51%	$ 430,309	1	2.89%
International Paper Corp	270,589	2	1.76%	405,283	2	2.72%
West FL Medical/ Regional Medical Ctr	106,083	3	0.69%	95,182	9	0.64%
Ascend Performance Material*	110,628	4	0.72%	181,139	3	1.22%
Simon Debar/Simon Prop/Univer	75,155	5	0.49%			0.00%
Navy Federal Credit Union	142,675	6	0.93%			0.00%
Walmart/Sams	69,221	7	0.45%			0.00%
City of Pensacola	221,337	8	1.44%	128,432	6	0.86%
Sacred Heart Health Systems	241,612	9	1.57%	172,411	4	1.16%
Bellsouth Tele/Southern Bell	43,512	10	0.28%	99,868	8	0.67%
Pensacola POB/Baptist				158,858	5	1.07%
Pensacola Christian College				122,455	7	0.82%
WCI Communities, Inc.				73,460	10	0.49%
Total	$ 1,974,792		12.84%	$ 1,867,397		12.52%
	(1) $ 15,384,796			(1) $ 14,899,559		

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
2008	133,791,557	121,091,537	90.51%	1,035,168		122,126,705	91.28%
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%

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	Capital Leases	Notes	Bonds	Notes	Total Outstanding Debt
2008	115,210,000	1,799,730	10,030,500	-	-	127,040,230
2009	111,930,000	1,164,512	9,005,000	-	-	122,099,512
2010	108,540,000	507,504	-	-	-	109,047,504
2011	105,050,000	-	-	-	-	105,050,000
2012	56,680,000	-	48,040,000	-	-	104,720,000
2013	47,545,000	-	53,660,000	-	-	101,205,000
2014	46,780,000	-	70,528,000	-	-	117,308,000
2015	44,820,000	-	65,676,000	-	-	110,496,000
2016	42,610,000	-	60,726,000	-	-	103,336,000
2017	118,395,000	-	55,658,000	-	-	174,053,000

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements

(1) See Schedule 14 for more Demographic and Economic Statistics.
(2) This is the amount restricted for debt service principal payments
(3) Population and Personal income data can be found in the Schedule of Demographic and Economic Statistics on Schedule 14.

Continued next page

Less: Amounts Available in Debt Service Fund (2)	Total	Percentage of Personal Income (1)	Population (1)	Debt Per Capita (1)	Percentage of Per Capita (3)
765,816	126,274,414	1207.12%	296,854	425	0.028%
9,422,145	112,677,367	1092.86%	297,015	379	0.031%
5,392,681	103,654,823	983.51%	297,619	348	0.034%
3,743,038	101,306,962	917.60%	299,653	338	0.036%
2,654,985	102,065,015	892.11%	304,191	336	0.037%
1,903,446	99,301,554	845.84%	377,753	263	0.039%
2,060,290	115,247,710	1012.72%	309,034	373	0.032%
854,768	109,641,232	963.45%	311,003	353	0.033%
864,390	102,471,610	900.45%	315,187	325	0.036%
1,666,811	172,386,189	1514.81%	315,187	547	0.021%

Schedule 10
Escambia County, Florida

Direct and Overlapping Governmental Activities Debt and Computation of Legal Debt Margin
As of September 30, 2017

Computation of Direct and Overlapping Debt (1)

Governmental Unit		Debt Outstanding	Percentage Applicable to This Governmental Unit
Direct Debt:			
Escambia County - Revenue Bonds	$	118,395,000	100.00%
Escambia County - Revenue Notes		55,658,000	100.00%
Total Direct Debt	$	174,053,000	

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, 2017.

(1) Source: Escambia County Government
(2) Source: Florida Statutes

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
2008	20,076,803	1,800,000	3,947,728	3.49	2,091,663	465,000	982,248	1.45
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

(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		
			Principal	Interest	Coverage
5,532,834	(1,929,311)	3,603,523	915,000	513,015	3.87
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

Schedule 12
Escambia County, Florida

HISTORICAL SALES TAX REVENUE (1)

Last Six 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%

(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 2017 (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

Last Six Fiscal Years

	Fiscal Year Ended September 30,			
	2012	**2013**	**2014**	**2015**
Sales Tax Revenue	$ 19,793,471	$ 20,617,921	$ 21,735,479	$ 22,513,589
Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (1)	9,572,824	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 (2)	2.07 x	2.15 x	2.27 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

2016		2017	
$ 23,418,049		$ 24,173,396	
9,572,824		9,572,824	
2.45	x	2.53	x

Schedule 14
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)
2008	296,854	36.9	35,239	10,460,838	41,068	6.5%
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	38,408	12,105,702	39,284	5.1%
2017	315,187	37.2	38,408	12,105,702	39,859	4.0%

Sources:
(1) Florida Research and Economic Information Database (FRIEDA) http://freida.labormarketinfo.com
2017 Population was not available at the time of issue, and is based on 2016 data
2017 Per Capita Personal Income was not available at the time of issue, and is based on 2016 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 15
Escambia County, Florida

PRINCIPAL EMPLOYERS

Current and Nine Years Ago

	2017 (1)			2008 (2)		
Employer	Number of Employees	Rank	Percentage of Total County Employment	Number of Employees	Rank	Percentage of Total County Employment
Local government	15,800	1	30.59%	15,790	1	33.84%
Federal government	6,700	2	12.97%	7,403	2	15.87%
State government	6,700	3	12.97%	5,970	3	12.80%
Baptist Health Care	6,633	4	12.84%	3,163	5	6.78%
Navy Federal Credit Union	6,342	5	12.28%	1,200	11	2.57%
Sacred Heart Health Systems	4,820	6	9.33%	5,000	4	10.72%
Gulf Power Company	1,774	7	3.43%	1,400	7	3.00%
West Florida Healthcare	1,200	8	2.32%	1,300	9	2.79%
Ascend Performance Materials	888	9	1.72%	1,400	8	3.00%
West Corporation	800	10	1.55%	800	13	1.71%
University of West Florida (State of FL)				1,231	10	2.64%
Lakeview Center (Baptist Health Care)				2,000	6	4.29%
Total Employees	51,657			46,657		

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 2008.

Schedule 16
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			
	2017	2016	2015	2014
General government				
Board of County Commissioners	215	177	197	192
Clerk of Circuit Court & Comptroller	41	41	53	53
Property Appraiser	70	70	70	75
Supervisor of Elections	15	13	13	13
Tax Collector	100	100	100	103
Public safety				
Board of County Commissioners	918	862	841	810
Sheriff	652	652	670	645
Physical environment				
Board of County Commissioners	67	65	66	105
Transportation				
Board of County Commissioners	225	229	197	192
Economic environment				
Board of County Commissioners	6	6	5	4
Human services				
Board of County Commissioners	29	43	43	30
Culture and recreation				
Board of County Commissioners	26	26	24	25
Court related				
Board of County Commissioners	14	13	7	6
Clerk of Circuit Court & Comptroller	119	118	117	116
Total	2,497	2,415	2,403	2,369

Source: Escambia County Government

Continued next page

2013	2012	2011	2010	2009	2008
211	198	197	207	166	197
55	54	53	53	53	65
70	70	69	69	78	83
15	15	14	15	19	20
103	89	89	89	91	89
373	379	379	398	300	389
1,079	1,102	1,094	1,103	1,122	1,039
103	98	104	105	87	76
196	194	190	199	198	232
-	-	-	-	5	5
29	27	28	26	34	42
26	25	24	26	21	29
4	4	3	3	8	11
117	125	130	130	133	164
2,381	2,380	2,374	2,423	2,315	2,441

Schedule 17
Escambia County, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

Function/Program	Fiscal Year 2017	2016	2015
General Government			
County residents per employee (1)	126	129	129
Public Safety			
Building permits -total value	$ 228,500,135	$ 202,881,216	$ 160,326,832
Building permits - single family units	836	816	761
Building permits - multi-family units	92	107	10
Total fire responses	16,683	14,317	15,320
Total permits issued	20,881	20,200	18,786
Total inspections performed	38,848	34,461	33,628
Code enforcement complaints	6,471	6,431	7,579
Emergency calls (ambulance)	51,464	46,881	41,537
Non-emergency calls (ambulance)	2,760	2,435	534
Total ambulance transports	36,595	36,442	35,225
911 calls - City	49,636	51,159	56,602
Arrests - City	3,301	3,039	3,176
Traffic violations - City	8,009	6,804	6,859
911 calls - County	50,661	50,536	42,402
Arrests - County	15,953	14,137	11,306
Traffic violations - County	32,381	22,559	12,014
Physical environment			
Solid waste managed at Perdido Landfill (tons)	411,452	334,027	257,778
Waste disposed of in the class I landfill (tons)	362,882	318,320	234,031
Tons of yard trash recycled	7,609	8,033	20,262
Tons of various recycled materials	40,053	4,924	3,380
Hazardous material disposed of (tons)	43	76	34
Transportation			
Passenger trips - fixed route services	1,578,305	1,443,463	1,490,282
Passenger trips - paratransit/demand services	92,820	87,558	87,355
Bob Sikes toll receipts	3,540,583	3,452,765	3,537,142
Culture and recreation			
Bay Center operating revenues	4,482,737	4,989,232	4,434,520
Parks & recreation park uses	78	73	69
Equestrian Center events	66	56	56
Lake Stone rentals	473	426	391
Naval Air Museum visitors	772,997	842,639	872,082
Students enrolled - University of West Florida	12,979	12,798	12,602
Students enrolled - Pensacola State College	7,400	7,633	7,632

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 14 and total County government employees on Schedule 16
(2) The large increase in Recycle Materials is due to the inter-local agreeement between Escambia County and ECUA through which 33,138 tons of recycled waste was received across the scales at Perdido Landfill and processed on site at the Landfill.

Continued next page

2014	2013	2012	2011	2010	2009	2008
129	128	128	126	123	128	122
$ 130,236,352	$ 113,949,035	$ 91,212,174	$ 62,593,839	$ 90,953,291	$ 69,389,475	$ 76,397,591
669	777	621	609	529	455	513
246	10	2	2	391	200	34
14,769	15,946	15,392	15,736	15,493	13,602	13,061
19,416	17,440	15,176	15,741	15,330	15,222	19,258
34,490	31,798	27,205	25,288	25,581	38,612	48,318
6,165	8,292	6,400	6,354	7,418	5,659	9,483
41,599	37,872	38,668	36,516	35,557	33,836	33,440
950	2,103	531	797	1,068	3,144	5,760
33,715	33,136	31,542	37,313	36,625	34,030	30,782
61,540	57,416	59,583	55,093	52,780	51,104	93,019
3,225	3,773	3,316	3,405	3,375	3,852	3,958
7,367	8,179	5,894	5,879	5,786	8,458	9,890
46,199	46,246	48,467	45,071	45,710	76,257	71,175
15,348	16,944	17,850	16,986	18,776	18,847	14,295
10,254	9,114	14,314	7,833	11,201	8,711	5,193
280,128	258,856	266,114	270,935	284,689	294,785	400,329
267,821	244,018	243,737	240,934	257,192	259,807	360,086
9,377	5,015	6,315	14,977	17,628	26,834	30,804
2,247	6,726	9,316	20,531	24,343	34,669	58,601
43	70	72	58	35	45	26
1,516,853	1,561,371	1,359,002	1,145,539	1,164,519	1,054,638	1,017,408
56,651	43,774	49,639	49,138	46,383	49,591	51,475
3,327,729	3,310,752	3,316,180	3,249,907	2,902,503	2,962,819	2,845,803
4,563,725	3,937,617	3,750,220	3,514,818	4,016,368	3,479,910	3,632,266
96	89	104	99	85	119	94
51	47	42	37	35	40	46
432	439	450	588	688	856	708
799,380	765,063	804,344	801,397	726,688	755,860	685,628
12,588	12,823	11,982	11,599	11,184	11,000	10,380
8,518	9,297	9,509	9,335	9,276	20,944	20,593

Schedule 18
Escambia County, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

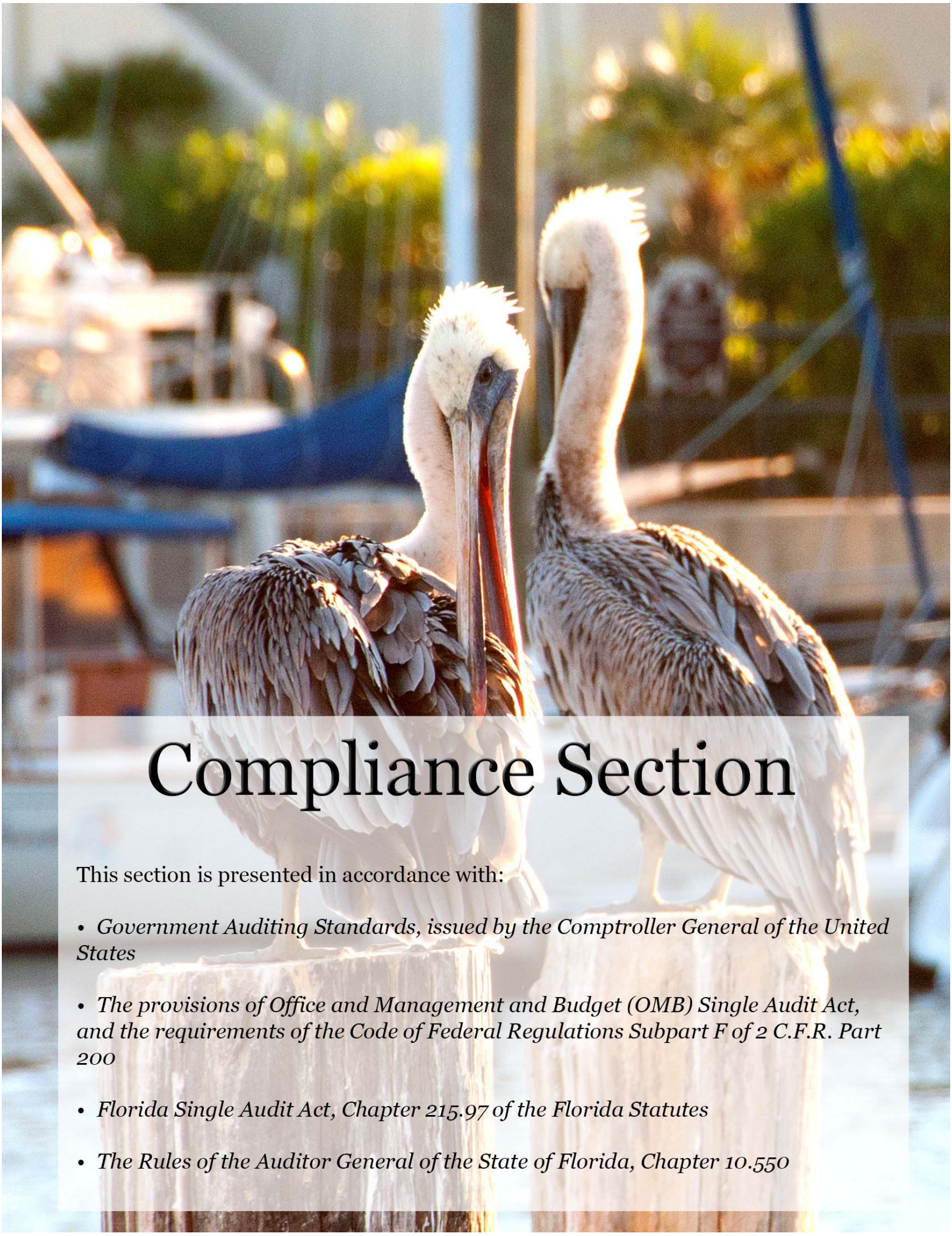
	Fiscal Year			
	2017	2016	2015	2014
Function/Program				
General government				
Facilities - number	219	219	213	226
Facilities - square footage	2,344,323	2,357,518	2,515,675	2,489,964
Public Safety				
Road prison capacity	256	252	236	236
Work release facility capacity	412	380	380	380
Fire stations	22	22	22	23
Rescue vehicles (fire trucks, etc)	52	53	53	53
Ambulances	33	30	29	25
Mass transit bus/trolley	71	70	83	66
Sheriffs vehicles (marked/unmarked)	425	400	400	400
Sheriff substations	4	6	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	1,493	1,486	1,479	1,474
Unpaved mileage	70	75.15	80.09	84.07
Traffic signals	414	361	356	338
Bridges	150	150	165	139
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	6	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

2013	2012	2011	2010	2009	2008
224	214	224	216	218	207
2,497,854	2,329,716	2,437,151	2,294,305	2,295,847	2,818,147
236	236	236	236	260	260
280	280	280	280	280	280
23	22	22	21	22	21
57	67	81	81	80	80
30	30	26	31	30	30
54	44	46	43	40	51
400	365	375	333	298	339
6	6	6	6	6	5
1	2	2	2	2	2
17	17	17	17	17	17
13	13	13	13	13	13
1,467.60	1,467.60	1,463.86	1,456.02	1,454.73	1,454.70
89.39	89.39	91.83	93.49	93.71	94.69
318	324	340	310	301	293
139	132	128	126	140	161
16	16	15	15	15	15
2	2	2	2	2	2
16	16	15	15	15	15
1	1	1	1	1	1
82	82	82	82	80	80
11	11	11	11	2	12
20	20	20	20	20	20
6	6	6	6	5	6



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 OMB Subpart F of 2 C.F.R. Part 200 which supersede the requirements of *Circular* A-133.

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
850.435.7400
warrenaverett.com

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, 2017, 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 9, 2018. 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.

Pensacola, Florida
February 9, 2018

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
850.435.7400
warrenaverett.com

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, 2017:

(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, 2017.

Warren Averett, LLC

Pensacola, Florida
February 9, 2018

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
850.435.7400
warrenaverett.com

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, 2017, and have issued our report thereon dated February 9, 2018 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 216 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 9, 2018

Escambia County, Florida

SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL
For the Fiscal Year Ended September 30, 2017

Source	Amount Received in the 2016 – 17 Fiscal Year	Amount Expended in the 2016 - 17 Fiscal Year
BP Economic and Property Damages Promotional Fund: Agreement No. 2013-2014	$ 6,440	$ 475

Note: This does not include funds related to the Deepwater Horizon Oil Spill that are considered Federal awards or State financial assistance. The Schedule of Expenditures of Federal Awards and State Financial Assistance includes $55,441 of expenditures of Federal awards (included for CFDA #21.015), and $84,262 of expenditures of State financial assistance (included for CSFA # 37.081), that are related to the Deepwater Horizon Oil Spill.

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
850.435.7400
warrenaverett.com

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, 2017, and have issued our report thereon dated February 9, 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; 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 9, 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 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. In connection with our audit, we did not have any such recommendations.

Annual Financial Report
Sections 10.554(1)(i)5.b. 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 the annual financial report for the County for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

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 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 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.

Pensacola, Florida
February 9, 2018

Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
850.435.7400
warrenaverett.com

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, 2017. 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, 2017.

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, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated February 9, 2018, 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.

Pensacola, Florida
February 9, 2018

ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
National Endowment for the Humanities				
Passed Through Florida Humanities Council:				
Promotion of the Humanities_Federal/State Partnership	45.129	SO-50588-14	647	-
U.S. Department of Agriculture				
Passed Through National Fish and Wildlife Foundation				
Cooperative Forestry Assistance	10.664	1301.14.044223	24,313	-
Passed Through Florida Department of Agriculture and Consumer Services:				
Cooperative Forestry Assistance	10.664	23858	15,690	-
			40,003	-
U.S. Department of Health and Human Services				
Passed Through Florida Department of Revenue:				
Child Support Enforcement	93.563	CST17	57,971	-
Child Support Enforcement	93.563	COC17	517,254	-
			575,225	-
Passed Through Big Bend Community Based Care, Inc.:				
Block Grants for Community Mental Health Services	93.958	A0150	42,997	-
U.S. Department of Homeland Security				
Passed Through Florida Division of Emergency Management:				
Disaster Grants-Public Assistance	97.036	15SP-8Z-01-27-02-514	10,118,080	-
Passed Through Florida Division of Emergency Management				
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	189,831	-
Hazard Mitigation Grant	97.039	17HM-H4-01-27-01-314	8,839	-
Hazard Mitigation Grant	97.039	16HM-H4-01-27-01-XXX	2,245,718	-
			2,444,388	-
Passed Through Florida Division of Emergency Management:				
Emergency Management Performance Grants	97.042	17-FG-P9-01-27-01-090	87,163	-
Emergency Management Performance Grants	97.042	16-CC-S9-01-21-01-319	7,000	-
			94,163	-
Direct Programs:				
Homeland Security Grant Program	97.067	16-DS-T9-01-27-01-391	31,770	-
Homeland Security Grant Program	97.067	17-DS-V4-01-27-01-297	4,808	-
			36,578	-
U.S. Department of Housing and Urban Development				
Direct Programs:				
Community Development Block Grant/Entitlement Grants	14.218	B-10-UC-12-0012	15,285	-
Community Development Block Grant/Entitlement Grants	14.218	B-11-UC-12-0012	28,660	-
Community Development Block Grant/Entitlement Grants	14.218	B-12-UC-12-0012	190,139	-
Community Development Block Grant/Entitlement Grants	14.218	B-13-UC-12-0012	656,165	-
Community Development Block Grant/Entitlement Grants	14.218	B-14-UC-12-0012	634,677	-
Community Development Block Grant/Entitlement Grants	14.218	B-15-UC-12-0012	432,550	-
Community Development Block Grant/Entitlement Grants	14.218	B-16-UC-12-0012	888,874	-
			2,846,350	-
Direct Programs:				
Emergency Solutions Grant Program	14.231	E-14-UC-12-0022	31,955	31,955
Emergency Solutions Grant Program	14.231	E-15-UC-12-0012	3,648	-
Emergency Solutions Grant Program	14.231	E-16-UC-12-0012	111,253	103,801
			146,856	135,756

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, 2017

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:				
Home Investment Partnerships Program	14.239	M-09-DC-12-0225	6,398	-
Home Investment Partnerships Program	14.239	M-12-DC-12-0225	28,068	28,068
Home Investment Partnerships Program	14.239	M-13-DC-12-0225	116,125	-
Home Investment Partnerships Program	14.239	M-14-DC-12-0225	75,468	74,929
Home Investment Partnerships Program	14.239	M-15-DC-12-0225	125,323	125,323
Home Investment Partnerships Program	14.239	M-16-DC-12-0225	90,055	-
			441,437	228,320
U.S. Department of the Interior				
Passed Through Florida Fish and Wildlife Conservation Commission:				
Sport Fish Restoration	15.605	14097	101,134	-
U.S. Department of Justice				
Passed Through Florida Department of Law Enforcement:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-JAGC-ESCA-1-HF9-140	50,000	-
Direct Programs:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2015-DJ-BX-0575	68,179	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2014-DJ-BX-0596	11,445	-
			129,624	-
U.S. Department of Transportation				
Passed Through Florida Department of Transportation:				
Highway Planning and Construction	20.205	ART50	376,110	-
Highway Planning and Construction	20.205	ART49	134,448	-
Passed Through Florida Division of Emergency Management				
Highway Planning and Construction	20.205	G0B32	195,196	-
Highway Planning and Construction	20.205	G0729	36,990	-
Highway Planning and Construction	20.205	G0E80	28,860	-
Highway Planning and Construction	20.205	G0B31	119,521	-
Direct Program:				
Highway Planning and Construction	20.205	G0832	9,299	-
			900,424	-
Direct Programs:				
Federal Transit Formula Grants	20.507	FL-90-X938-00	1,873,914	-
Federal Transit Formula Grants	20.507	FL-90-X759-00	28,245	-
Federal Transit Formula Grants	20.507	FL-90-X804-00	49,516	-
Federal Transit Formula Grants	20.507	FL-90-X818-00	29,434	-
Federal Transit Formula Grants	20.507	FL-90-X825-00	20,000	-
Federal Transit Formula Grants	20.507	FL-90-X848-00	68,125	-
Federal Transit Formula Grants	20.507	FL-09-X877-00	660,148	-
Federal Transit Formula Grants	20.507	FL-2017-003	316,771	-
Federal Transit Formula Grants	20.507	1092-2017-1-P1	300,000	-
Bus and Facilities Formula Program	20.526	FL-2017-005-00	80,855	-
Subtotal Federal Transit Cluster			3,427,008	-
Passed Through Florida Department of Transportation:				
Formula Grant for Rural Areas	20.509	ARL62	192,881	-
U.S. Department of the Treasury				
Direct Program:				
Resources and Ecosystems Sustainability, Tourist Opportunitities, and Revived Economies of the Gulf Coast States	21.015	1 RDCGR080002-01-00	55,441	-

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, 2017

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
U.S. Election Assistance Commission				
Passed Through Florida Department of State:				
Help America Vote Act Requirements	90.401	MOA 2016-2017-0001-ESC	40,249	-
U.S. Environmental Protection Agency				
Passed Through Florida Division of Emergency Management:				
Nonpoint Source Implementation Grants	66.460	G0409	155,899	-
Direct Program:				
Gulf of Mexico Program	66.475	D43616	2,641	-
TOTAL FEDERAL AWARDS			$ 21,792,025	$ 364,076
Executive Office of the Governor				
Direct Programs:				
Emergency Management Programs	31.063	17-BG-83-01-27-01-023	$ 52,053	$ -
Emergency Management Programs	31.063	16-BG-83-01-27-01-016	6,986	-
			59,039	-
Direct Program:				
Emergency Management Projects	31.067	17-CP-11-01-27-01-170	10,489	-
Passed Through Enterprise Florida, Inc.:				
Defense Infrastructure Grant	31.003	DIG-11-10	377,894	-
Florida Department of Agriculture and Consumer Services				
Direct Program:				
Mosquito Control	42.003	022283	33,489	-
Florida Department of Economic Opportunity				
Direct Program:				
Local Economic Development Initiatives	40.012	S0031	31,409	-
Florida Department of Environmental Protection				
Direct Program:				
Statewide Surface Water Restoration and Wastewater Projects	37.039	S0878	553,874	-
Direct Programs:				
Early Restoration Deepwater Horizon Oil Spill	37.081	S0779	40,289	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0832	14,191	-
Early Restoration Deepwater Horizon Oil Spill	37.081	S0927	29,782	-
			84,262	-
Florida Department of Health				
Direct Program:				
County Grant Awards	64.005	C4017	23,000	-
Florida Department of State and Secretary of State				
Passed Through Panhandle Library Access Network:				
Library Cooperative Grants	45.018	N/A	6,493	-
Direct Program:				
State Aid To Libraries	45.030	16-ST-93	96,954	-
Florida Department of Transportation				
Direct Program:				
Economic Development Transportation Projects - Road Fund	55.032	ART87	367,565	-
Economic Development Transportation Project Fund	55.032	G0G46	74,226	-
			441,791	-
Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant Program	55.001	G0B15	659,614	-
Public Transit Block Grant Program	55.010	G0G39	825,285	-
Transit Corridor Program	55.013	G0G38	408,483	-

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, 2017

Federal and State Grantor/Pass-Through Grantor/Program Title	CFDA / CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
Florida Fish and Wildlife Conservation Commission				
Direct Programs:				
Artificial Reef Grants Program	77.007	15153	154,114	-
Derelict Vessel Remobal Program	77.005	16175	7,650	-
Florida Housing Finance Corporation				
Direct Programs:				
State Housing Initiatives Partnership Program	40.901	2015 SHIP	109,596	-
State Housing Initiatives Partnership Program	40.901	2016 SHIP	1,047,385	-
State Housing Initiatives Partnership Program	40.901	2017 SHIP	869,285	60,000
			2,026,266	60,000
TOTAL STATE AWARDS			$ 5,800,106	$ 60,000
TOTAL FEDERAL AND STATE AWARDS			$ 27,592,131	$ 424,076

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, 2017

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, 2017. 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, 2017

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 PROGRAMS

Federal Program

CFDA No. 20.205 Highway Planning and Construction
CFDA No. 20.507 & 20.526 Federal Transit Cluster
CFDA No. 97.039 Hazard Mitigation Grant

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. 31.003 Defense Infrastructure Grant
CSFA No. 37.039 Statewide Surface Water Restoration and Wastewater Projects
CSFA No. 40.901 State Housing Initiatives Partnership Program
CSFA No. 55.032 Economic Development Transportation Projects

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.

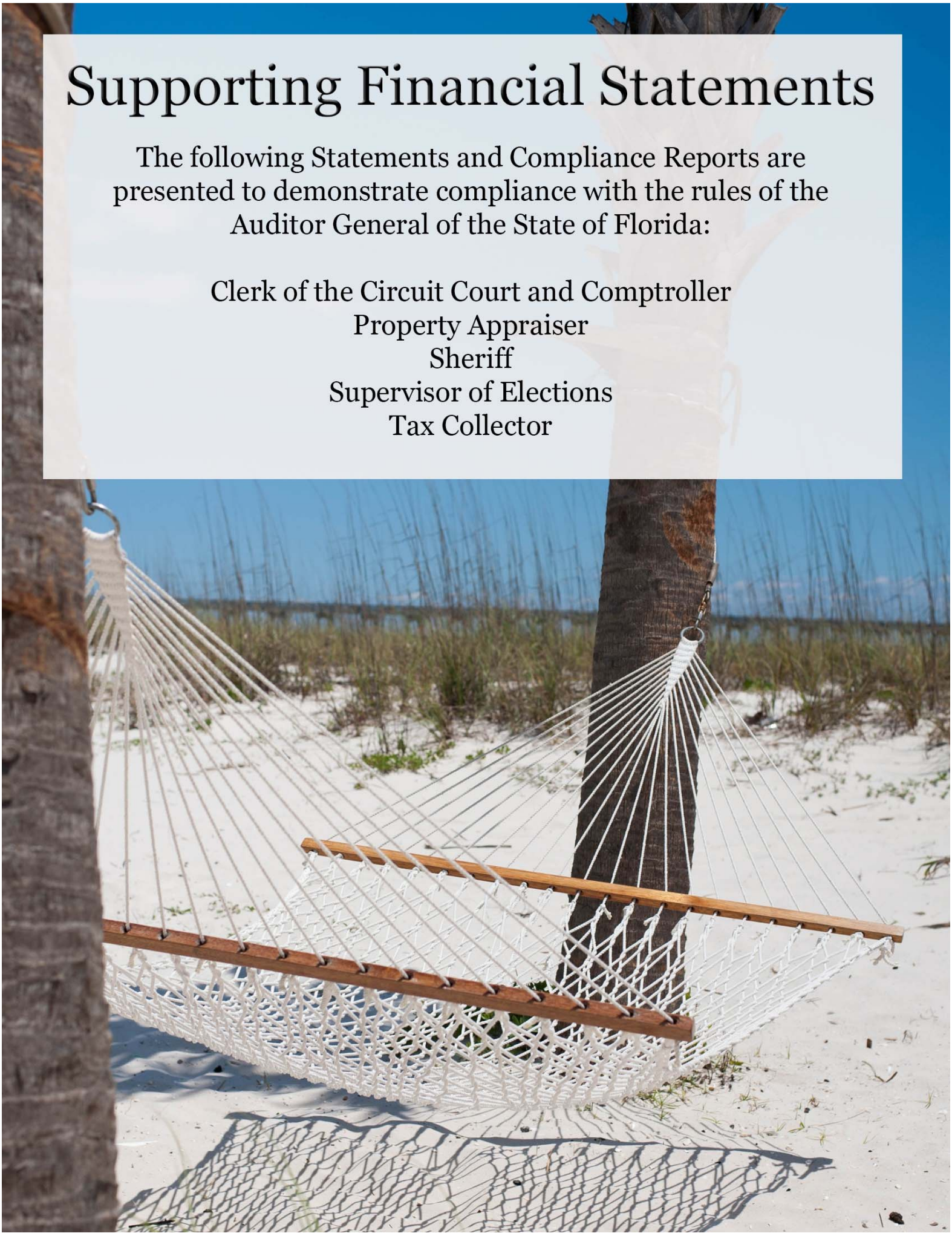
D. FINDINGS AND QUESTIONED COSTS - MAJOR STATE FINANCIAL ASSISTANCE

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, 2017

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA CLERK OF THE CIRCUIT COURT AND COMPTROLLER SEPTEMBER 30, 2017

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Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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, 2017, 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, 2017, 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.

January 2, 2018
Pensacola, Florida

Financial Statements

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 3,829,120	$ 2,972,145	$ 6,801,265
Due from other governmental units	5,338	73,974	79,312
Total assets	$ 3,834,458	$ 3,046,119	$ 6,880,577
LIABILITIES			
Accounts payable	$ 174,547	$ 820	$ 175,367
Contracts payable	24,733	-	24,733
Accrued liabilities	330,388	25,478	355,866
Due to other governmental units	3,204,661	247,975	3,452,636
Unearned revenue	33,948	-	33,948
Other current liabilities	66,181	-	66,181
Total liabilities	3,834,458	274,273	4,108,731
FUND BALANCES			
Restricted for:			
Records modernization technology	-	2,771,846	2,771,846
Total fund balances	-	2,771,846	2,771,846
Total liabilities and fund balances	$ 3,834,458	$ 3,046,119	$ 6,880,577

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, 2017

	Major Funds		
	General Fund	Public Records Modernization Fund	Total Governmental Funds
REVENUES			
Intergovernmental	$ 866,346	$ 765,227	$ 1,631,573
Charges for services	6,009,176	620,988	6,630,164
Judgments, fines and forfeitures	1,545,766	217,996	1,763,762
Investment income	208,302	-	208,302
Miscellaneous revenue	409,570	130	409,700
Total Revenues	9,039,160	1,604,341	10,643,501
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,402,280	-	3,402,280
Operating expenditures	588,630	-	588,630
Capital outlay	23,524	-	23,524
Court related:			
Salaries and benefits	5,038,119	807,119	5,845,238
Operating expenditures	1,068,205	422,517	1,490,722
Capital outlay	105,006	338,852	443,858
Payments to State	971,451	-	971,451
Total Expenditures	11,197,215	1,568,488	12,765,703
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,158,055)	35,853	(2,122,202)
OTHER FINANCING SOURCES (USES)			
Transfers in	3,072,163	-	3,072,163
Transfers out	(914,108)	-	(914,108)
Total Other Financing Sources and Uses	2,158,055	-	2,158,055
Net Change in Fund Balances	-	35,853	35,853
Fund Balances, October 1, 2016	-	2,735,993	2,735,993
Fund Balances, September 30, 2017	$ -	$ 2,771,846	$ 2,771,846

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

INTERNAL SERVICE FUND
STATEMENT OF NET POSITION

SEPTEMBER 30, 2017

ASSETS	
Current assets:	
Cash and cash equivalents	$ 687,817
Total current assets	$ 687,817
LIABILITIES	
Current liabilities:	
Compensated absences payable	$ 68,782
Total current liabilities	68,782
Noncurrent Liabilities:	
Compensated absences payable	619,035
Total noncurrent liabilities	619,035
Total liabilities	687,817
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, 2017

Operating revenues:	
Charges for services	$ 238,019
Total operating revenue	238,019
Operating expenses:	
Personnel services	238,019
Total operating expense	238,019
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, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Net reimbursement for personal services paid by Court Fund	$ (98,975)
Net increase (decrease) in cash and cash equivalents	(98,975)
Cash and cash equivalents, beginning of year	786,792
Cash and cash equivalents, end of year	$ 687,817
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:	
Operating income (loss)	$ -
Increase (decrease) in compensated absences payable	(98,975)
Net cash provided by (used for) operating activities	$ (98,975)

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, 2017

ASSETS	
Cash and cash equivalents	$ 5,025,854
Total Assets	$ 5,025,854
LIABILITIES	
Cash bonds payable	$ 656,355
Court registry payable	2,759,892
General trust payable	7,711
Due to other governments	23,211
Due to individuals	1,578,685
Total Liabilities	$ 5,025,854

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, 2017, 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, 2017, 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, 2017, 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. The funding mechanism changed with legislation passed in 2013 which established the Trust Fund. Clerks are no longer required to send collected revenues back to the State for re-appropriation of their budget but instead 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, 2017, the reported amount of the Clerk’s deposits was approximately $12.5 million, and the bank balance was approximately $13.5 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, 2017 there were no interfund receivables or payables within the Clerk’s funds. Transfers consist of $3,072,163 of “transfers in” from the Board of County Commissioners and “transfers out” of excess budget and fees totaling $914,108.

4. Due from/to other governments

At September 30, 2017, due from other governments contains $73,974 due from the State for Title IV-D services. The due to other governments includes $1,215,589 payable to the Board of County Commissioners of which $914,108 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 $1,054,460 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, 2017, 2016 and 2015 were $654,247, $651,490, and $609,974, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2017, 2016 and 2015 were as follows:

	2017	2016	2015
Regular Class: Members not qualifying for other classes.	7.92%	7.52%	7.26%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	22.71%	21.77%	21.43%
Elected Officials Class: Certain elected county officials.	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	13.26%	12.99%	12.88%

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 to all retired employees of the Clerk 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. The implicit subsidy's annual cost, accrued obligation, and other required disclosures have been calculated for the County as a whole, and not separately for the Clerk. 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 2017 at a cost of $17,269. 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 office of 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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 981,992	$ 981,992	$ 866,346	$ (115,646)
Charges for services	5,186,190	5,616,190	6,009,176	392,986
Judgments, fines and forfeitures	1,088,000	1,088,000	1,545,766	457,766
Investment income	120,100	120,100	208,302	88,202
Miscellaneous	321,900	321,900	409,570	87,670
Total Revenues	7,698,182	8,128,182	9,039,160	910,978
EXPENDITURES				
Current:				
General government:				
Salaries and benefits	3,806,140	3,828,734	3,402,280	426,454
Operating expenditures	538,365	1,130,885	588,630	542,255
Capital outlay	-	23,524	23,524	-
Court related:				
Salaries and benefits	5,991,902	5,045,599	5,038,119	7,480
Operating expenditures	495,300	1,066,597	1,068,205	(1,608)
Capital outlay	-	105,006	105,006	-
Payments to State	-	-	971,451	(971,451)
Total Expenditures	10,831,707	11,200,345	11,197,215	3,130
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,133,525)	(3,072,163)	(2,158,055)	914,108
OTHER FINANCING SOURCES (USES)				
Transfers in	3,133,525	3,072,163	3,072,163	-
Transfers out	-	-	(914,108)	(914,108)
Total Other Financing Sources (Uses)	3,133,525	3,072,163	2,158,055	(914,108)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
REVENUES				
Intergovernmental	$ 568,000	$ 765,227	$ 765,227	$ -
Charges for services	529,100	529,100	620,988	91,888
Judgments, fines and forfeitures	270,000	217,996	217,996	-
Miscellaneous revenue	-	-	130	130
Total Revenues	1,367,100	1,512,323	1,604,341	92,018
EXPENDITURES				
Current:				
Court related:				
Salaries and benefits	863,800	863,800	807,119	56,681
Operating expenditures	233,300	519,379	422,517	96,862
Capital outlay	-	338,852	338,852	-
Total Expenditures	1,097,100	1,722,031	1,568,488	153,543
Excess (Deficiency) of Revenues Over (Under) Expenditures	270,000	(209,708)	35,853	245,561
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(270,000)	-	-	-
Total Other Financing Sources (Uses)	(270,000)	-	-	-
Net Change in Fund Balance	-	(209,708)	35,853	245,561
Fund Balance, October 1, 2016	-	-	2,735,993	2,735,993
Fund Balance, September 30, 2017	$ -	$ (209,708)	$ 2,771,846	$ 2,981,554

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, 2017

	General Fund	General Fund Court Services	Total General Fund
ASSETS			
Cash and cash equivalents	$ 1,686,778	$ 2,142,342	$ 3,829,120
Due from other governmental units	5,338	-	5,338
Total assets	$ 1,692,116	$ 2,142,342	$ 3,834,458
LIABILITIES			
Accounts payable	$ 57,974	$ 116,573	$ 174,547
Contracts payable	22,197	2,536	24,733
Accrued liabilities	102,854	227,534	330,388
Due to other governmental units	1,476,744	1,727,917	3,204,661
Unearned revenue	32,347	1,601	33,948
Other current liabilities	-	66,181	66,181
Total liabilities	1,692,116	2,142,342	3,834,458
FUND BALANCES			
Restricted for:			
State court operations	-	-	-
Total fund balances	-	-	-
Total liabilities and fund balances	$ 1,692,116	$ 2,142,342	$ 3,834,458

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, 2017

	General Fund	General Fund Court Services	Total General Fund
REVENUES			
Intergovernmental	$ 7,429	$ 858,917	$ 866,346
Charges for services	1,848,950	4,160,226	6,009,176
Judgments, fines and forfeitures	-	1,545,766	1,545,766
Investment income	-	208,302	208,302
Miscellaneous revenue	-	409,570	409,570
Total Revenues	1,856,379	7,182,781	9,039,160
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,402,280	-	3,402,280
Operating expenditures	588,630	-	588,630
Capital outlay	23,524		23,524
Court related:			
Salaries and benefits	-	5,038,119	5,038,119
Operating expenditures	-	1,068,205	1,068,205
Capital outlay	-	105,006	105,006
Payments to State	-	971,451	971,451
Total Expenditures	4,014,434	7,182,781	11,197,215
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,158,055)	-	(2,158,055)
OTHER FINANCING SOURCES (USES)			
Transfers in	3,072,163	-	3,072,163
Transfers out	(914,108)	-	(914,108)
Total Other Financing Sources and Uses	2,158,055	-	2,158,055
Net Change in Fund Balances	-	-	-
Fund Balances, October 1, 2016	-	-	-
Fund Balances, September 30, 2017	$ -	$ -	$ -

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, 2017

	Budgeted Amounts		
	Original	Final	Actual
REVENUES			
Intergovernmental	$ -	-	$ 7,429
Charges for services	1,480,980	1,910,980	1,848,950
Judgments, fines and forfeitures	-	-	-
Investment income	-	-	-
Miscellaneous revenue	-	-	-
Total Revenues	1,480,980	1,910,980	1,856,379
EXPENDITURES			
Current:			
General government:			
Salaries and benefits	3,806,140	3,828,734	3,402,280
Operating expenditures	538,365	1,130,885	588,630
Capital outlay	-	23,524	23,524
Court related:			
Salaries and benefits	-	-	-
Operating expenditures	-	-	-
Capital outlay	-	-	-
Payments to State	-	-	-
Total Expenditures	4,344,505	4,983,143	4,014,434
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,863,525)	(3,072,163)	(2,158,055)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,863,525	3,072,163	3,072,163
Transfers out	-	-	(914,108)
Total Other Financing Sources (Uses)	2,863,525	3,072,163	2,158,055
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2016	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -

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, 2017

	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	$ 981,992	$ 981,992	$ 858,917	$ 981,992	$ 981,992	$ 866,346	$ (115,646)
Charges for services	3,705,210	3,705,210	4,160,226	5,186,190	5,616,190	6,009,176	392,986
Judgments, fines and forfeitures	1,088,000	1,088,000	1,545,766	1,088,000	1,088,000	1,545,766	457,766
Investment income	120,100	120,100	208,302	120,100	120,100	208,302	88,202
Miscellaneous revenue	321,900	321,900	409,570	321,900	321,900	409,570	87,670
Total Revenues	6,217,202	6,217,202	7,182,781	7,698,182	8,128,182	9,039,160	910,978
EXPENDITURES							
Current:							
General government:							
Salaries and benefits	-	-	-	3,806,140	3,828,734	3,402,280	426,454
Operating expenditures	-	-	-	538,365	1,130,885	588,630	542,255
Capital outlay	-	-	-	-	23,524	23,524	-
Court related:							
Salaries and benefits	5,991,902	5,045,599	5,038,119	5,991,902	5,045,599	5,038,119	7,480
Operating expenditures	495,300	1,066,597	1,068,205	495,300	1,066,597	1,068,205	(1,608)
Capital outlay	-	105,006	105,006	-	105,006	105,006	-
Payments to State	-	-	971,451	-	-	971,451	(971,451)
Total Expenditures	6,487,202	6,217,202	7,182,781	10,831,707	11,200,345	11,197,215	3,130
Excess (Deficiency) of Revenues Over (Under) Expenditures	(270,000)	-	-	(3,133,525)	(3,072,163)	(2,158,055)	914,108
OTHER FINANCING SOURCES (USES)							
Transfers in	270,000	-	-	3,133,525	3,072,163	3,072,163	-
Transfers out	-	-	-	-	-	(914,108)	(914,108)
Total Other Financing Sources (Uses)	270,000	-	-	3,133,525	3,072,163	2,158,055	(914,108)
Net Change in Fund Balance	-	-	-	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

COMBINING STATEMENT OF ASSETS AND LIABILITIES –
ALL AGENCY FUNDS

SEPTEMBER 30, 2017

	Agency Funds				
	Court Registry	Juror and Witness	Restitution	General Trust	TOTAL
ASSETS					
Cash and cash equivalents	$ 4,321,047	$ 24,441	$ 16,300	$ 664,066	$ 5,025,854
Total Assets	$ 4,321,047	$ 24,441	$ 16,300	$ 664,066	$ 5,025,854
LIABILITIES					
Cash bonds payable	$ -	$	$	$ 656,355	$ 656,355
Court registry payable	2,759,892	-	-	-	2,759,892
General trust payable	-	-	-	7,711	7,711
Due to other governments	-	23,211	-	-	23,211
Due to individuals	1,561,155	1,230	16,300	-	1,578,685
Total Liabilities	$ 4,321,047	$ 24,441	$ 16,300	$ 664,066	$ 5,025,854

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, 2017

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
COURT REGISTRY				
ASSETS				
Cash and cash equivalents	$ 4,315,079	$ 21,368,272	$ 21,362,304	$ 4,321,047
LIABILITIES				
Court registry payable	$ 2,836,846	$ 18,737,100	$ 18,814,054	$ 2,759,892
Due to individuals	1,478,233	2,765,386	2,682,464	1,561,155
Total Liabilities	$ 4,315,079	$ 21,502,486	$ 21,496,518	$ 4,321,047
JUROR AND WITNESS				
ASSETS				
Cash and cash equivalents	$ 35,166	$ 64,198	$ 74,923	$ 24,441
LIABILITIES				
Accounts payable	$ -	$ 74,923	$ 74,923	$ -
Due to individuals	-	1,230	-	1,230
Due to other governments	35,166	63,594	75,549	23,211
Total Liabilities	$ 35,166	$ 139,747	$ 150,472	$ 24,441

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, 2017

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
RESTITUTION				
ASSETS				
Cash and cash equivalents	$ 21,739	$ 199,568	$ 205,007	$ 16,300
LIABILITIES				
Due to individuals	$ 21,739	$ 199,568	$ 205,007	$ 16,300
GENERAL TRUST				
ASSETS				
Cash and cash equivalents	$ 1,596,371	$ 1,176,537	$ 2,108,842	$ 664,066
LIABILITIES				
Cash bonds payable	$ 1,593,204	$ 909,819	$ 1,846,668	$ 656,355
General trust payable	3,167	266,718	262,174	7,711
Total Liabilities	$ 1,596,371	$ 1,176,537	$ 2,108,842	$ 664,066

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, 2017

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
TOTALS - ALL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
Total Assets	$ 5,968,355	$ 22,808,575	$ 23,751,076	$ 5,025,854
LIABILITIES				
Accounts payable	$ -	$ 74,923	$ 74,923	$ -
Cash bonds payable	1,593,204	909,819	1,846,668	656,355
Court registry payable	2,836,846	18,737,100	18,814,054	2,759,892
General trust payable	3,167	266,718	262,174	7,711
Due to other governments	35,166	63,594	75,549	23,211
Due to individuals	1,499,972	2,966,184	2,887,471	1,578,685
Total Liabilities	$ 5,968,355	$ 23,018,338	$ 23,960,839	$ 5,025,854

Warren Averett
CPAs AND ADVISORS

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

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, 2017, and the related notes to the financial statements, which collectively comprise the Clerk's financial statements, and have issued our report thereon dated January 2, 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.

Pensacola, Florida
January 2, 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, 2017.

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, 2017.

Warren Averett, LLC

Pensacola, Florida
January 2, 2018

Warren Averett
CPAs AND ADVISORS

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

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 ("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, 2017, and the related notes to the financial statements, and have issued our report thereon dated January 2, 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 January 2, 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.

January 2, 2018
Pensacola, Florida

ANNUAL AUDIT REPORT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF FINDINGS AND RESPONSES
September 30, 2017

There were no comments which require management's written response.

FINANCIAL STATEMENTS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

SEPTEMBER 30, 2017

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER
SEPTEMBER 30, 2017

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Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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, 2017, 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, 2017, 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
December 4, 2017

Financial Statements

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

BALANCE SHEET
GOVERNMENTAL FUND

SEPTEMBER 30, 2017

	General Fund
Assets	
Cash	$ 469,737
Liabilities	
Accounts payable	$ 33,012
Accrued liabilities	194,562
Due to other governmental units	242,163
Total liabilities	469,737
Fund Balance	
Unassigned:	-
Total fund balance	-
Total liabilities and fund balance	$ 469,737

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, 2017

	General Fund
Revenues:	
Charges for services	$ 18,688
Miscellaneous revenue	2,967
Total Revenues	21,655
Expenditures:	
Current:	
General government:	
Salaries and benefits	4,643,269
Operating expenditures	724,055
Capital outlay	15,373
Total Expenditures	5,382,697
Deficiency of Revenues Over Expenditures	(5,361,042)
Other Financing Sources and (Uses):	
Transfers in	5,602,630
Transfers out	(241,588)
Total Other Financing Sources and (Uses)	5,361,042
Net Change in Fund Balance	-
Fund Balance, October 1, 2016	-
Fund Balance, September 30, 2017	$ -

See notes to the financial Statements.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

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 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.

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.

NOTES TO THE FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies (Continued)

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, 2017, the reported amount of the Property Appraiser's deposits was approximately $470,000, and the bank balance was approximately $471,000 consisting entirely of deposits in a checking account.

3. Transfers

Transfers in consist of $5,602,630 from the Escambia County Board of County Commissioners, and transfers out represent excess appropriations and fees returned to the Board in the amount of $241,588.

4. Due to/from other governments

At September 30, 2017, the due to other governments totals $242,163 and mainly consists of excess appropriations and fees over expenditures payable to the Board in the amount of $241,588.

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.

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.

5. 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 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. The Property Appraiser's contributions to FRS for the years ended September 30, 2017, 2016 and 2015 were $361,711, $350,596, and $379,717, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2017, 2016 and 2015 are as follows:

	2017	2016	2015
Regular Class: Members not qualifying for other classes.	7.92%	7.52%	7.26%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	22.71%	21.77%	21.43%
Elected Officials Class: Certain elected county officials.	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	13.26%	12.99%	12.88%

5. Retirement Plan – Continued

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 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, the accrued obligation, 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 $24,588. 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 December 4, 2017, 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, 2017

	General Fund			
	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Charges for services	$ 13,333	$ 13,333	$ 18,688	$ 5,355
Miscellaneous revenue	-	-	2,967	2,967
Total Revenues	13,333	13,333	21,655	8,322
Expenditures:				
Current:				
General government:				
Salaries and benefits	4,815,489	4,932,004	4,643,269	288,735
Operating expenditures	633,959	633,959	724,055	(90,096)
Capital outlay	-	-	15,373	(15,373)
Reserved for contingencies	50,000	50,000	-	50,000
Total Expenditures	5,499,448	5,615,963	5,382,697	233,266
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,486,115)	(5,602,630)	(5,361,042)	241,588
Other Financing Sources and Uses:				
Transfers in	5,486,115	5,602,630	5,602,630	-
Transfers out	-	-	(241,588)	(241,588)
Total Other Financing Sources (Uses)	5,486,115	5,602,630	5,361,042	(241,588)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

See notes to the required supplementary information.

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2017

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

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

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, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 4, 2017.

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.

Pensacola, Florida
December 4, 2017

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 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, 2017.

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, 2017.

Warren Averett, LLC

Pensacola, Florida
December 4, 2017

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, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 4, 2017.

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 December 4, 2017, 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 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 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.

Pensacola, Florida
December 4, 2017

ESCAMBIA COUNTY, FLORIDA
PROPERTY APPRAISER

SCHEDULE OF FINDINGS AND RESPONSES
SEPTEMBER 30, 2017

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF

SEPTEMBER 30, 2017

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2017

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FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SHERIFF
SEPTEMBER 30, 2017

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Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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, 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.

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, 2017, 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 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
December 18, 2017

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SHERIFF

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	General Fund	Sheriff's Programs Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 2,645,206	$ 52,177	$ 2,697,383
Due from other funds	10,151	-	10,151
Due from other governmental units	176,410	10,151	186,561
Inventory	268,872	-	268,872
Total assets	$ 3,100,639	$ 62,328	$ 3,162,967
LIABILITIES			
Accounts payable	$ 168,206	$ -	$ 168,206
Accrued liabilities	2,317,383	3,492	2,320,875
Due to other funds	-	10,151	10,151
Due to other governmental units	346,178	-	346,178
Unearned revenue	-	48,685	48,685
Total liabilities	2,831,767	62,328	2,894,095
FUND BALANCE			
Nonspendable:			
Inventory	268,872	-	268,872
Total fund balance	268,872	-	268,872
Total liabilities and fund balance	$ 3,100,639	$ 62,328	$ 3,162,967

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, 2017

	General Fund	Sheriff's Programs Fund	Total Governmental Funds
Revenues:			
Grant revenue	$ -	$ 122,128	$ 122,128
Judgments, fines and forfeitures	-	69,393	69,393
Total Revenues	-	191,521	191,521
Expenditures:			
Current:			
Public safety			
Salaries and benefits	48,025,044	86,762	48,111,806
Operating expenditures	7,729,613	-	7,729,613
Capital outlay	436,731	104,759	541,490
Total Expenditures	56,191,388	191,521	56,382,909
Excess (Deficiency) of Revenues Over (Under) Expenditures	(56,191,388)	-	(56,191,388)
Other Financing Sources and Uses:			
Transfers in	56,434,951	-	56,434,951
Transfers out	(243,563)	-	(243,563)
Total Other Financing Sources and Uses	56,191,388	-	56,191,388
Net Change in Fund Balance	-	-	-
Fund Balance, October 1, 2016	207,172	-	207,172
Change in inventory	61,700	-	61,700
Fund Balance, September 30, 2017	$ 268,872	$ -	$ 268,872

See accompanying notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
SHERIFF

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES – AGENCY FUNDS

SEPTEMBER 30, 2017

ASSETS		
Cash and cash equivalents	$	273,001
Total Assets	$	273,001
LIABILITIES		
Deposits	$	267,971
Due to other governmental units		5,030
Total Liabilities	$	273,001

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, 2017, 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 $268,872 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, 2017, 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, 2017, 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, 2017, 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, 2017, 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, 2017, the reported amount of the Sheriff's deposits was approximately $3.0 million, and the bank balance was approximately $3.3 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 $56,434,951 of "transfers in" from the Board, and "transfers out" of unspent appropriations in the amount of $243,563.

4. Due to / from other governments

At September 30, 2017, due from other governments contains $176,410 receivable from the Board which is comprised mainly of expenditures paid on their behalf. The due to other governments contains $351,208 payable to the Board of County Commissioners which is partially comprised of unspent appropriations of $243,563.

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, 2017, 2016 and 2015 were $5.6 million, $5.3 million, and $4.8 million, respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2017, 2016 and 2015 were as follows:

	2017	2016	2015
Regular Class:	7.92%	7.52%	7.26%
Members not qualifying for other classes.			
Senior Management Class:	22.71%	21.77%	21.43%
Members of senior management who do not elect the optional annuity retirement program			
Elected Officials Class:	45.50%	42.47%	42.27%
Certain elected county officials.			
Deferred Retirement Option Program (DROP):	13.26%	12.99%	12.88%
Members are enrolled in DROP from FRS			
Special Risk Class:			
Members employed as law enforcement officers, firefighters, or correctional officers meet the criteria to qualify for this class	23.27%	25.57%	22.04%

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 reports of Escambia County, Florida.

7. Other postemployment benefit (OPEB) obligations, other than pensions

The Sheriff offers post-retirement health care benefits 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. The Board engages an actuary to determine the estimated obligation associated with this postemployment benefit for the Board, Sheriff, and other Constitutional Officers in order to record the costs and related liability, along with certain other required disclosures in the County's comprehensive annual financial report. The liability and costs are not required to be presented in these financial statements. Accordingly, this information can be found in the County's comprehensive annual financial report.

8. Risk Management

The Sheriff participates in the Florida Sheriff's Worker's Compensation Self Insurance Fund with an annual premium cost for the year ended September 30, 2017 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, 2017, 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

During the year, the Sheriff received, or maintained assets to be used for, federal and state financial assistance under the following program:

Florida Regional Fugitive Task Force

9. Federal and State Financial Assistance – *(Continued)*

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, 2017:

Account Description	Law Enforcement	Court Security	Totals
Salary & Benefits	$ 44,483,178	$ 3,541,866	$ 48,025,044
Other Operating	7,718,225	11,388	7,729,613
Capital Outlay	436,731	-	436,731
Totals	$ 52,638,134	$ 3,553,254	$ 56,191,388

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, 2017 and December 18, 2017, 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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Total Revenues	$ -	$ -	$ -	$ -
Expenditures:				
Current:				
Public safety				
Salaries and benefits	49,190,616	49,909,391	48,025,044	1,884,347
Operating expenditures	6,148,019	6,425,560	7,729,613	(1,304,053)
Capital outlay	100,000	100,000	436,731	(336,731)
Total Expenditures	55,438,635	56,434,951	56,191,388	243,563
Excess (Deficiency) of Revenues Over (Under) Expenditures	(55,438,635)	(56,434,951)	(56,191,388)	243,563
Other Financing Sources and Uses:				
Transfers in	55,438,635	56,434,951	56,434,951	-
Transfers out	-	-	(243,563)	(243,563)
Total Other Financing Sources (Uses)	55,438,635	56,434,951	56,191,388	(243,563)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	207,172	207,172
Change in inventory	-	-	61,700	61,700
Fund Balance, September 30, 2017	$ -	$ -	$ 268,872	$ 268,872

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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue				
Jag Federal 2014	$ 11,407	$ 11,445	$ 11,445	$ -
Jag Federal 2015	67,802	68,179	68,179	-
US Marshal's	-	22,000	7,138	(14,862)
Firehouse grant	-	35,366	35,366	-
Judgments, fines and forfeitures				
Law Enforcement Trust Fund	99,910	69,393	69,393	-
Total Revenues	179,119	206,383	191,521	(14,862)
Expenditures:				
Current:				
Public safety				
Salaries and benefits	79,209	101,624	86,762	14,862
Capital outlay	99,910	104,759	104,759	-
Total Expenditures	179,119	206,383	191,521	14,862
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, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
ALL AGENCY FUNDS

SEPTEMBER 30, 2017

	Agency Funds		
	Evidence Trust Fund	Trust Fund	Auction Fund
ASSETS			
Cash and cash equivalents	$ 223,093	$ 28,896	$ 2,318
Total Assets	$ 223,093	$ 28,896	$ 2,318
LIABILITIES			
Deposits	$ 223,093	$ 23,866	$ 2,318
Due to other governmental units	-	5,030	-
Total Liabilities	$ 223,093	$ 28,896	$ 2,318

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
ALL AGENCY FUNDS

(Continued)

SEPTEMBER 30, 2017

	Agency Funds		
	General Employee Events Fund	Explorers' Fund	TOTAL
ASSETS			
Cash and cash equivalents	$ 13,046	$ 5,648	$ 273,001
Total Assets	$ 13,046	$ 5,648	$ 273,001
LIABILITIES			
Deposits	$ 13,046	$ 5,648	$ 267,971
Due to other governmental units	-	-	5,030
Total Liabilities	$ 13,046	$ 5,648	$ 273,001

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2017

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
EVIDENCE TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 217,106	$ 1,247,893	$ 1,241,906	$ 223,093
Total Assets	$ 217,106	$ 1,247,893	$ 1,241,906	$ 223,093
LIABILITIES				
Deposits	$ 217,106	$ 1,247,893	$ 1,241,906	$ 223,093
Total Liabilities	$ 217,106	$ 1,247,893	$ 1,241,906	$ 223,093
TRUST FUND				
ASSETS				
Cash and cash equivalents	$ 16,170	$ 488,650	$ 475,924	$ 28,896
Total Assets	$ 16,170	$ 488,650	$ 475,924	$ 28,896
LIABILITIES				
Deposits	$ 16,170	$ 483,620	$ 475,924	$ 23,866
Due to other governmental units	-	5,030	-	5,030
Total Liabilities	$ 16,170	$ 488,650	$ 475,924	$ 28,896

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2017

(Continued)

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
AUCTION FUND				
ASSETS				
Cash and cash equivalents	$ 17,265	$ 610	$ 15,557	$ 2,318
Total Assets	$ 17,265	$ 610	$ 15,557	$ 2,318
LIABILITIES				
Deposits	$ 17,265	$ 610	$ 15,557	$ 2,318
Total Liabilities	$ 17,265	$ 610	$ 15,557	$ 2,318
GENERAL EMPLOYEE EVENTS FUND				
ASSETS				
Cash and cash equivalents	$ 12,252	$ 23,314	$ 22,520	$ 13,046
Total Assets	$ 12,252	$ 23,314	$ 22,520	$ 13,046
LIABILITIES				
Deposits	$ 12,252	$ 23,314	$ 22,520	$ 13,046
Total Liabilities	$ 12,252	$ 23,314	$ 22,520	$ 13,046

ESCAMBIA COUNTY, FLORIDA
SHERIFF

COMBINING STATEMENT OF CHANGES IN FIDUCIARY ASSETS AND LIABILITIES - ALL AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2017

(Continued)

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
EXPLORERS' FUND				
ASSETS				
Cash and cash equivalents	$ 2,976	$ 20,867	$ 18,195	$ 5,648
Total Assets	$ 2,976	$ 20,867	$ 18,195	$ 5,648
LIABILITIES				
Deposits	$ 2,976	$ 20,867	$ 18,195	$ 5,648
Total Liabilities	$ 2,976	$ 20,867	$ 18,195	$ 5,648
TOTAL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
Total Assets	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001
LIABILITIES				
Deposits	$ 265,769	$ 1,776,304	$ 1,774,102	$ 267,971
Due to other governmental units	-	5,030	-	5,030
Total Liabilities	$ 265,769	$ 1,781,334	$ 1,774,102	$ 273,001

Warren Averett
CPAs AND ADVISORS

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

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, 2017, and the related notes to the financial statements, which collectively comprise the Sheriff's financial statements, and have issued our report thereon dated December 18, 2017.

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.

Pensacola, Florida
December 18, 2017

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 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, 2017.

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, 2017.

Warren Averett, LLC

Pensacola, Florida
December 18, 2017

Warren Averett
CPAs AND ADVISORS

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

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, 2017 and the related notes to the financial statements, and have issued our report thereon dated December 18, 2017.

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 December 18, 2017, 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.

Pensacola, Florida
December 18, 2017

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, 2017

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS
SEPTEMBER 30, 2017

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Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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, 2017, 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, 2017, 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
December 12, 2017

Financial Statements

ESCAMBIA COUNTY, FLORIDA
SUPERVISOR OF ELECTIONS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	General Fund	Grant Fund
Assets		
Due from other governmental units	$ 80,829	$ 9,384
Total assets	$ 80,829	$ 9,384
Liabilities		
Accounts payable	$ 50,097	$ -
Accrued liabilities	24,756	-
Due to other governmental units	5,976	-
Other current liabilities	-	9,384
Total liabilities	80,829	9,384
Fund Balance		
Restricted for:		
Grants	-	-
Total fund blance	-	-
Total liabilities and fund balance	$ 80,829	$ 9,384

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, 2017

	General Fund	Grant Fund
Revenues:		
Grant revenue	$ -	$ 40,206
Charges for services	4,116	-
Investment income	-	43
Total Revenues	4,116	40,249
Expenditures:		
Current:		
General government:		
Salaries and benefits	1,189,976	-
Operating expenditures	564,625	-
Operating expenditures-grants	-	47,688
Capital outlay	18,131	-
Total Expenditures	1,772,732	47,688
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,768,616)	(7,439)
Other Financing Sources and Uses:		
Transfers in	1,776,055	7,439
Transfers out	(7,439)	-
Total Other Financing Sources and Uses	1,768,616	7,439
Net Change in Fund Balance	-	-
Fund Balance, October 1, 2016	-	-
Fund Balance, September 30, 2017	$ -	$ -

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, 2017, 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, 2017, 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, 2017, 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, 2017, 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, 2017, 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, 2017, 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, 2017, the amounts due to other governmental units totaled $5,976 and was payable to the Board. The due from other governmental units totaled $90,213 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, 2017, 2016 and 2015 were $110,263, $98,903, and $98,857 respectively, equal to the required contributions for each year.

The contribution rates in effect during the period ended September 30, 2017, 2016 and 2015 were as follows:

	2017	2016	2015
Regular Class: Members not qualifying for other classes.	7.92%	7.52%	7.26%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	22.71%	21.77%	21.43%
Elected Officials Class: Certain elected county officials.	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	13.26%	12.99%	12.88%

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 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 which under GAAP is required to be disclosed in these financial statements. However, this annual cost, the accrued obligation, 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 2017 at a cost of $3,159. 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. Related party transactions

During 2017, the Board of County Commissioners purchased capital assets totaling approximately $360,350 on behalf of the Supervisor of Elections.

9. Subsequent events

The Supervisor of Elections has evaluated events and transactions for potential recognition or disclosure in the financial statements through December 12, 2017, 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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Charges for services	$ -	$ 2,618	$ 4,116	$ 1,498
Total Revenues	-	2,618	4,116	1,498
Expenditures:				
Current:				
General government:				
Salaries and benefits	1,434,574	1,441,613	1,189,976	251,637
Operating expenditures	768,000	756,047	564,625	191,422
Capital outlay	22,500	22,500	18,131	4,369
Total Expenditures	2,225,074	2,220,160	1,772,732	447,428
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,225,074)	(2,217,542)	(1,768,616)	448,926
Other Financing Sources and Uses:				
Transfers in	2,225,074	2,224,981	1,776,055	(448,926)
Transfers out	-	(7,439)	(7,439)	-
Total Other Financing Sources (Uses)	2,225,074	2,217,542	1,768,616	(448,926)
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

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, 2017

	Budgeted Amounts			Variance with Final
	Original	Final	Actual	Budget
Revenues:				
Grant revenue	$ -	$ 49,590	$ 40,206	$ (9,384)
Investment income	-	-	43	43
Total Revenues	-	49,590	40,249	(9,341)
Expenditures:				
Current:				
General government:				
Operating expenditures grants	-	57,029	47,688	9,341
Total Expenditures	-	57,029	47,688	9,341
Other Financing Sources and Uses:				
Transfers in	-	7,439	7,439	-
Total Other Financing Sources (Uses)	-	7,439	7,439	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

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
CPAs AND ADVISORS

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

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, 2017, and the related notes to the financial statements, which collectively comprise the Supervisor of Elections' financial statements, and have issued our report thereon dated December 12, 2017.

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.

Pensacola, Florida
December 12, 2017

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 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, 2017.

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, 2017.

Warren Averett, LLC

Pensacola, Florida
December 12, 2017

Warren Averett
CPAs AND ADVISORS

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

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, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 12, 2017.

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 December 12, 2017, 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
December 12, 2017

ANNUAL AUDIT REPORT
SUPERVISOR OF ELECTIONS
ESCAMBIA COUNTY, FLORIDA
SCHEDULE OF FINDINGS AND REPONSES
September 30, 2017

There were no comments which require management's written response.

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

SEPTEMBER 30, 2017

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND SUPPLEMENTAL REPORTS

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SEPTEMBER 30, 2017

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Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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, 2017, 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, 2017, 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 18, 2017
Pensacola, Florida

Financial Statements

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

BALANCE SHEET - GOVERNMENTAL FUND

SEPTEMBER 30, 2017

	General Fund
Assets	
Cash and cash equivalents	$ 1,083,210
Total assets	$ 1,083,210
Liabilities	
Accounts payable	$ 203,065
Accrued liabilities	184,931
Due to other governmental units	556,325
Unearned revenue	138,889
Total liabilities	1,083,210
Fund Balance	-
Total liabilities and fund balance	$ 1,083,210

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUND

SEPTEMBER 30, 2017

	General Fund
Revenues:	
Charges for services	$ 3,475,780
Miscellaneous revenue	108,858
Total Revenues	3,584,638
Expenditures:	
Current:	
General government:	
Salaries and benefits	5,758,968
Operating expenditures	1,661,223
Capital outlay	31,203
Total Expenditures	7,451,394
Deficiency of revenues over expenditures	(3,866,756)
Other Financing Sources and (Uses):	
Transfers in	4,421,691
Transfers out	(554,935)
Total Other Financing Sources and (Uses)	3,866,756
Net Change in Fund Balance	-
Fund Balance, October 1, 2016	-
Fund Balance, September 30, 2017	$ -

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES - AGENCY FUNDS

SEPTEMBER 30, 2017

Assets

Cash and cash equivalents	$	3,476,423
Accounts receivable		477,035
Total Assets	$	3,953,458

Liabilities

Accounts payable	$	513,490
Due to other governmental units		3,439,968
Total Liabilities	$	3,953,458

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, 2017, the reported amount of the Tax Collector's deposits was approximately $4.6 million, and the bank balance was approximately $4.3 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, 2017, there were no interfund receivables or payables within the Tax Collector's funds. Transfers in consist of $4,421,691 from the Board of County Commissioners, and transfers out (excess budget and fees to the Board) totaled $554,935.

4. Due to/from other governments

At September 30, 2017, the due to other governmental units totals $556,325 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, 2017, 2016 and 2015 were $432,519, $417,919, and $403,191, respectively, equal to the required contributions for each year.

5. Retirement Plan (Continued)

The contribution rates in effect during the period ended September 30, 2017, 2016 and 2015 were as follows:

	2017	2016	2015
Regular Class: Members not qualifying for other classes.	7.92%	7.52%	7.26%
Senior Management Class: Members of senior management who do not elect the optional annuity retirement program.	22.71%	21.77%	21.43%
Elected Officials Class: Certain elected county officials.	45.50%	42.47%	42.27%
Deferred Retirement Option Program (DROP): Members are enrolled in DROP from FRS	13.26%	12.99%	12.88%

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 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 which has 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.

7. Risk management (Continued)

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 2017 at a cost of $9,933. 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
2018	278,652
2019	278,652
2020	278,652
2021	202,500
2022	50,625
	$1,089,081

Rent expense for the year ended September 30, 2017 was $318,858.

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, 2017

	Budgeted Amounts			Variance Positive
	Original	Final	Actual	(Negative)
Revenues:				
Charges for services	$ 3,253,785	$ 3,345,659	$ 3,475,780	$ 130,121
Miscellaneous revenue	93,500	93,500	108,858	15,358
Total Revenues	3,347,285	3,439,159	3,584,638	145,479
Expenditures:				
Current:				
General government:				
Salaries and benefits	5,986,902	5,929,403	5,758,968	170,435
Operating expenditures	1,647,345	1,673,435	1,661,223	12,212
Capital outlay	31,860	31,409	31,203	206
Total Expenditures	7,666,107	7,634,247	7,451,394	182,853
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,318,822)	(4,195,088)	(3,866,756)	(328,332)
Other Financing Sources and Uses:				
Transfers in	4,421,691	4,421,691	4,421,691	-
Transfers out	(102,869)	(226,603)	(554,935)	328,332
Total Other Financing Sources (Uses)	4,318,822	4,195,088	3,866,756	328,332
Net Change in Fund Balance	-	-	-	-
Fund Balance, October 1, 2016	-	-	-	-
Fund Balance, September 30, 2017	$ -	$ -	$ -	$ -

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 FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUNDS

SEPTEMBER 30, 2017

	Agency Funds		
	Tax Fund	Tag Fund	TOTAL
Assets			
Cash and cash equivalents	$ 2,926,122	$ 550,301	$ 3,476,423
Accounts receivable	251	476,784	477,035
Total Assets	$ 2,926,373	$ 1,027,085	$ 3,953,458
Liabilities			
Accounts payable	$ 414,528	$ 98,962	$ 513,490
Due to other governmental units	2,511,845	928,123	3,439,968
Total Liabilities	$ 2,926,373	$ 1,027,085	$ 3,953,458

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES
AGENCY FUNDS

SEPTEMBER 30, 2017

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
TAX FUND				
ASSETS				
Cash and cash equivalents	$ 2,666,828	$ 772,300,151	$ 772,040,857	$ 2,926,122
Accounts receivable	251	-	-	251
Total Assets	$ 2,667,079	$ 772,300,151	$ 772,040,857	$ 2,926,373
LIABILITIES				
Accounts payable	$ 336,875	$ 283,351,255	$ 283,273,602	$ 414,528
Due to other governmental units	2,330,204	4,111,522	3,929,881	2,511,845
Total Liabilities	$ 2,667,079	$ 287,462,777	$ 287,203,483	$ 2,926,373
TAG FUND				
ASSETS				
Cash and cash equivalents	$ 1,126,394	$ 830,348,029	$ 830,924,122	$ 550,301
Accounts receivable	323,264	36,686,172	36,532,652	476,784
Total Assets	$ 1,449,658	$ 867,034,201	$ 867,456,774	$ 1,027,085
LIABILITIES				
Accounts payable	$ 567,644	$ 120,486,057	$ 120,954,739	$ 98,962
Due to other governmental units	882,014	35,455,966	35,409,857	928,123
Total Liabilities	$ 1,449,658	$ 155,942,023	$ 156,364,596	$ 1,027,085

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS

YEAR ENDED SEPTEMBER 30, 2017

(Continued)

	Balance September 30, 2016	Additions	Deductions	Balance September 30, 2017
Total Agency				
ASSETS				
Cash and cash equivalents	$ 3,793,222	$ 1,602,648,180	$ 1,602,964,979	$ 3,476,423
Accounts receivable	323,515	36,686,172	36,532,652	477,035
Total Assets	$ 4,116,737	$ 1,639,334,352	$ 1,639,497,631	$ 3,953,458
LIABILITIES				
Accounts payable	$ 904,519	$ 403,837,312	$ 404,228,341	$ 513,490
Due to other governmental units	3,212,218	39,567,488	39,339,738	3,439,968
Total Liabilities	$ 4,116,737	$ 443,404,800	$ 443,568,079	$ 3,953,458

Warren Averett
CPAs AND ADVISORS

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

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, 2017, 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 18, 2017.

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.

December 18, 2017
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*

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, 2017.

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, 2017.

Warren Averett, LLC

December 18, 2017
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, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 18, 2017.

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 18, 2017, 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 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.

December 18, 2017
Pensacola, Florida

ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
SCHEDULE OF FINDINGS AND RESPONSES
SEPTEMBER 30, 2017

There were no comments which require management's written response.

ESCAMBIA COUNTY
FLORIDA

AI-13830 **Clerk & Comptroller's Report** **11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 03/15/2018
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

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

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

A. Approve the Minutes of the Attorney-Client Session held March 1, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 1, 2018; and

C. Approve the Minutes of the Regular Board Meeting held March 1, 2018.

Attachments

20180301 Attorney-Client Session
20180301 Agenda Work Session
20180301 Regular Board Meeting

MINUTES OF ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS HELD MARCH 1, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:03 a.m. – 9:06 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
(Not present at Call to Order)
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4 (Not present at Call to Order)
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Bergosh called the Attorney-Client Session to order at 8:03 a.m.

2. Session

Chairman Bergosh advised that:

A. The County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the pending appeal before the Administration Commission of Sheriff David Morgan, which session was advertised in the Saturday, February 17, 2018, edition of the *Pensacola News Journal*, as follows:

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 the pending appeal before the Administration Commission of David Morgan, Sheriff, Escambia County, FL, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 8:00 a.m., on Thursday, March 1, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately an hour. Commissioners Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation will be attending. A certified court reporter will attend and report the attorney/client session.

(Continued on Page 2)

AGENDA NUMBER – Continued

2. Continued…

   B. The session is expected to last about one hour and the following are expected to attend: Commissioners Bergosh, May, Underhill, Robinson, and Barry; Administrator Jack Brown; County Attorney Alison Rogers; and Deputy County Attorney Charlie Peppler.

RECESS: 8:04 A.M. – COMMISSIONERS BERGOSH, UNDERHILL, AND BARRY; COUNTY ADMINISTRATOR JACK BROWN; AND COUNTY ATTORNEY ALISON ROGERS RETIRED TO THE BCC CONFERENCE ROOM.

RECONVENE: 9:05 A.M. – COMMISSIONERS BERGOSH, ROBINSON, MAY, AND BARRY; COUNTY ADMINISTRATOR JACK BROWN; AND COUNTY ATTORNEY ALISON ROGERS RETURNED TO BOARD CHAMBERS.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:06 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 15, 2018

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MARCH 1, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:47 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson, IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

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

   A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda; Cyndee Pennington, SMG, provided an update regarding the ice machine at the Pensacola Bay Center; and County Attorney Rogers reviewed the Written Communication items;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

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

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;

   E. County Attorney Rogers reviewed the County Attorney's Report;

   F. Commissioner Robinson reviewed his add-on items;

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

   H. Commissioner Bergosh reviewed his add-on item.

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD MARCH 1, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:31 p.m. – 6:47 p.m.)

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

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:31 p.m.

1. FOR INFORMATION: The Board heard comments from Andrew Blewer regarding various issues concerning District 1.

2. FOR INFORMATION: The Board heard comments from James Welcome regarding a Code Enforcement lien and foreclosure against property he owns located on Godwin Street.

3. FOR INFORMATION: The Board heard comments from the following individuals regarding privatization of land on Pensacola Beach:

   Cheryl Poister
   Sarah Hall
   Dianne Krumel

5:15 P.M. – PUBLIC FORUM ADJOURNED
5:35 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:35 p.m.

2. Invocation

   A moment of silence was observed.

3. Pledge of Allegiance to the Flag

   Commissioner Robinson led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

   Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioners' Forum:

   A. District 4 – Commissioner Robinson commented on the opening of the Community Heath facility;

   B. District 5 – Commissioner Barry offered thoughts and prayers to the family of Jessie Sapp;

   C. District 3 – Commissioner May commented on the Pensacola Sports Association Annual Awards Banquet and on the opening of the Community Heath facility; and

   D. District 1 – Commissioner Bergosh complimented the staff of the Pensacola Bay Center for the successful Pensacon event, recognized sixth-grader Meghan Corcoran for achieving a top 20 national ranking for swimming, and thanked Michael Rhodes, Parks Department Director, for bringing Bellview ball park back to life.

REGULAR BCC AGENDA – Continued

6. Proclamations

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, adopting the following Proclamations:

A. The Proclamation commending and congratulating Julie Gonzalez, an Administrative Supervisor in the Waste Services Department, on her selection as "Employee of the Month" for March 2018;

B. The Proclamation proclaiming the month of March 2018 as "National Social Work Month" and calling upon all citizens to join the National Association of Social Workers in celebration and support of the Social Work Profession;

C. The Proclamation commending and congratulating Pastor Robert L. Likely and Mrs. Rhonda Likely, for 30 years of faithful and dedicated service to the Church and the community; and

D. The Proclamation, on behalf of the citizens of Escambia County and fellow employees, expressing the Board's sincere appreciation to Lorrie A. Davis for her loyalty, diligence, and outstanding performance during her tenure with Escambia County.

7. Written Communication:

A. Communication from Barry Leonard

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, approving to waive the fines and collect hard costs and abatement costs, and to reduce the $1,100 hard costs for both properties to $550 each, relative to the December 1, 2017, communication from Berry Leonard requesting full lien release for 25 East Devane Street and 120 West Johnson Avenue.

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

   B. February 7, 2018, Communication from James D. Homyak

      Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, granting the request from James D. Homyak, of Pelican Real Estate, that the Board, as part of the real estate closing, waive the automatic reservation of oil, gas, and other minerals, as provided in 270.11(3), Florida Statutes, as part of the sales transaction for the following properties: 13 Elegans Avenue; Pensacola, Florida 32507; Tax Account Number 08-4039-000 and 200 Block Seamarge Lane; Pensacola, Florida 32507; Tax Account Number 08-4370-000.

8. Proof of Publication

   Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-1, with Commissioner Robinson voting "no," waiving the reading of the legal advertisement(s) and accepting, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule*, as follows:

   A. The following two Public Hearings on the agenda:

      (1) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 19, 2018, for consideration of adopting an Ordinance amending the Official Zoning Map; and

      (2) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 27, 2018, for consideration of adopting an Ordinance amending LDC Chapter 4, Location and Use of Regulations; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule Month February 26-March 2, 2018,* as published in the *Pensacola News Journal* on February 24, 2017.

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

I. CONSENT AGENDA

1-3. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 3, as follows:

1. Accepting, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2018, as required by Ordinance Number 95-13; on January 31, 2018, the portfolio market value was $387,542,215 and portfolio earnings totaled $162,213 for the month; the short-term portfolio yield 1.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.34%; the long-term CORE portfolio achieved a yield of 2.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.24%.

2. Accepting, for filing with the Board's Minutes, the Tourist Development Tax Collections Data for the December 2017 returns received in the month of January 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2018; total collections for the month of December 2017 returns was $453,911.91; this is a 16.28% increase over the December 2016 returns; total collections year to date are 5.85% more than the comparable timeframe in Fiscal Year 2017.

3. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Accepting, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 6, 2018, as follows:

      AGENDA NUMBER

      1. Call to Order

         Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

(Continued on Page 6)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

2. Was the Meeting Properly Advertised?

The C/W was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on February 3, 2018, in the *Board of County Commissioners – Escambia County, Florida, Weekly Meeting Schedule.*

3. Pensacola Remote Area Medical Clinic

A. Board Discussion – The C/W:

(1) Was informed by JoAnn Vanfleteren, President of Ascendant Partnership, that:

(a) Thanks in part to the support of the Commissioners, the County Administrator, and additional partners and providers, on December 2-3, 2017, Ascendant partnership hosted a Remote Area Medical Clinic, a free two-day clinic at Pensacola High School that provided free healthcare services to members of the community on a first come, first served basis;

(b) Services included free general medical, vision, and dental services, as well as education;

(c) The clinic was able to serve more than 900 patients and generate over $380,000 of community benefit in healthcare services;

(Continued on Page 7)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(d) Approximately 800 volunteers were engaged, including physicians, nurses, ophthalmologists, dentists, and community members;

(e) Around 100 cars per day were turned away (in addition to those on foot and bicycles), due to the clinic's capacity;

(f) Patients completed over 300 surveys, which yielded the following data:

- 50% of patients did not have health insurance or coverage of any type
- Over 50% were employed or self-employed
- 72% had a reported household income of less than $24,999
- Over 75% owned or rented their home
- Over 65% owned their own vehicle and drove to the clinic
- 80% lived within a 30-minute drive time
- Most patients had a GED or up to two years of college
- Over 95% lived in Escambia County, and the majority of those lived in three zip codes (32505, 32503, and 32501)

(Continued on Page 8)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(g) The outcomes of the clinic include:

- Need for increased capacity at county health care providers for follow up care
- Address the need for expanding access to healthcare for the uninsured working poor
- Opportunity to provide education and assistance on obtaining affordable health insurance or government assisted healthcare coverage such as CHIP/Medicaid

(h) On February 28, 2018, she will meet with Senators and Congressman Matt Gaetz to discuss the data generated by the clinic;

(i) Ascendant Partnership would like to bring back the Remote Area Medical Clinic in 2019, change the location to a larger venue to accommodate additional patients, and is looking for the support of the County to seek funding; and

(Continued on Page 9)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(2) Was informed by Commissioner Robinson that he is in favor of taking the data to the Florida Association of Counties and that health care costs for the County are out of control; and

(3) Was advised by Commissioner May that he wants to see patients connected to providers for continuing care after being seen at the clinic; and

B. Board Direction – The C/W recommends that the Board authorize a letter of support of the program that Ascendant Partnership is providing to the Florida Association of Counties and the National Association of Counties.

Recommended 4-0, with Commissioner Underhill absent

(Continued on Page 10)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Progress Update on the New Correctional Facility

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility – Progress Update*, presented by Amy Lovoy, Assistant County Administrator, and Tim Gibson, DLR Group, and the C/W:

(1) Was informed by Mr. Gibson that:

(a) During the month of January, DLR group had a series of meetings reviewing the civil design and site review of the project, including an overview of the storm water design and the Juvenile Justice Center parking lot redesign;

(b) From January 10-12, 2018, the first Design Charrette meetings were held with County Administration, Public Works, Facilities, and Corrections, and the documents were reviewed with the design/build team;

(c) There were some minor modifications made, but there were no cost increases or modifications in relation to the changes;

(d) On January 23rd, DLR group began a weekly internal conference call to discuss project updates, which will continue through the duration of the project;

(Continued on Page 11)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(1) Continued…

(e) The Commissioning Authority, which handles the verification of mechanical, electrical and plumbing systems, and the Threshold Inspector, which deals with the structural system in the building ranking was completed by Purchasing;

(f) Notice to Proceed was given to Whitesell-Green/Caddell on January 26, 2018;

(g) Upcoming activities include:

- Security boundary discussion with DLR and other interested parties the week of February 11th
- Kitchen/laundry/commissary discussions with DLR and other interested parties the week of March 4th
- Leadership in Energy and Environmental design preliminary review meeting the week of February 18th
- Mechanical, Electrical and Plumbing preliminary review meeting the week of February 18th
- Site/civil design submittal in late February
- Schematic design submittal the week of March 11th

(Continued on Page 12)

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(1) Continued…

(h) The next progress update will be at the March 8, 2018, Committee of the Whole Workshop; and

(i) The company expects to be "turning dirt" within the next 30-45 days; and

B. Board Direction – None.

5. Temporary Concrete Crushing Permit

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Temporary Concrete Crushing Permit*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was informed by Assistant County Administrator Lovoy that:

(a) Temporary on-site crushing permits are being discussed as a "tool in the toolbox" to address crushing activities in the County;

(Continued on Page 13)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(1) Continued…

(b) Temporary permit requirements would include:

- The permit would be required in advance of the proposed crushing activity
- Sites that accumulate stockpiled concrete over time shall be eligible for temporary concrete crushing permits
- Materials crushed must originate on the site where the temporary crushing activity will occur,
- The County may waive this requirement if there is a written determination by the County finding that it is to the public benefit to transport concrete material to a location off-site for crushing
- The permit would not grant land use approval for storage of recycled material
- The permit shall be valid for 5 to 7 days, and no more than two temporary permits may be issued for the same parcel within a 12 month period
- An active demolition on any site will authorize temporary crushing activities as part of the demolition

(Continued on Page 14)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(1) Continued…

(b) Continued…

- The County must be notified prior to commencement
- The applicant must allow the County reasonable access to the site and the placement of air monitoring equipment on the site during any crushing activity
- All crushing activities must cease upon any exceedances of air quality standards, noise standards, or other non-compliance

(c) Temporary Permit Application Requirements include:

- Anticipated dates and times of all crushing activities
- Approval from the County of all dates and times of the crushing activities
- Name, address, and telephone number of the agent responsible for the crushing activities
- Acknowledgment that the agent must be available on a 24 hour basis while the active crushing is occurring

(Continued on Page 15)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(1) Continued…

(d) The public will be notified via a 3' x 4' sign indicating the name, address, and telephone number of the party conducting the crushing, which will be placed within 10' of the public right-of-way on all roadways adjacent to the project site; and

(e) The applicant must provide an affidavit certifying tonnage amount of all processed and recycled materials to the County upon completion of the crushing activity; and

(2) Was advised by Commissioner Robinson that he likes the idea, but that he does not want crushing activity happening at all hours, so those would need to be defined;

(3) Was advised by Commissioner May that before he would be supportive, he would want to see that the crushing company has a staff member that is trained in the handling of silica dust with the Occupational Safety and Health Administration, the terms of the suppression of dust spelled out, what level of engagement the County will have with the affected neighborhoods, and that any County permitting is not in conflict with the City of Pensacola;

(Continued on Page 16)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(4) Was informed by Horace Jones, Development Services Director, that there is some need for the temporary permits within the crushing facilities in the community and that the Planning Board is looking at the hours for crushing permits;

(5) Was advised by Commissioner Robinson that he hopes to see some of the concrete from the bridge demolition reefed rather than crushed;

(6) Was advised by Commissioner Bergosh that the market should determine what happens with the materials;

(7) Was advised by Commissioner May that having the crushing activities end at 5 p.m. is a more reasonable time than later options and that he will not vote to support the temporary permitting if it's not going to help eliminate crushing in residential neighborhoods;

(8) Was informed by Pat Johnson, Director of Waste Services, that the County is not currently purchasing crushed concrete, but that they have in the past and could in the future; and

(Continued on Page 17)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(9) Directed staff to bring this Item back at the March Committee of the Whole Workshop with additional facts for further discussion; and

B. Board Direction – None.

6. Mid-Town Commerce Park Development

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Mid-Town Commerce Park – Development*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was informed by Assistant County Administrator Lovoy that:

(a) The Agreement between the County and the Florida Department of Environmental Protection has been executed, requiring the County to assume the operations and maintenance of all federally acquired parcels upon taking ownership;

(b) The County accepted the deed to the federally-owned parcels on February 1, 2018, and the recommendation to re-take ownership of the City-owned parcel on the site will come before the Board at an upcoming Regular Board meeting;

(Continued on Page 18)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(1) Continued…

(c) An urban planning class, taught by Dr. Kwame Owusu-Daaku at the University of West Florida, has agreed to assist the County by making the Escambia Treating Site their semester-long project;

(d) In 2003, a preliminary Master Plan for the site was done and many of the items on the Plan have been addressed at this point, and there are additional items that are currently being worked through; and

(e) Staff is asking for direction from the Board for new action items to be added to the Plan and for direction on how to proceed on two parcels of land that are adjacent to the site; and

(2) Was informed by County Attorney Rogers that there is liability attached to the large parcel if the County purchases it rather than letting it escheat to the County in 2019;

(3) Discussed options for purchasing the properties and the liabilities attached;

(Continued on Page 19)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(4) Was informed by Commissioner Bergosh that he would like to see answers to the following questions, and that perhaps the students at UWF could consider working on the answers as part of their project:

(a) Given the history of the site, will the cap beneath the soil be a hindrance to companies who want to develop on the site?;

(b) Will companies be able to secure financing on the property given its history?;

(c) Will companies be able to get appropriate liability insurance?; and

(d) Were the areas around the site remediated?;

(5) Was informed by Chips Kirschenfeld, Director of Natural Resources Management, that the cap is over six feet deep, groundwater monitoring has been going on, and the cap covers approximately 20 acres of the parcel;

(6) Was advised by Commissioner Robinson that he would be interested in finding part of the property to build a training facility for the Emergency Medical Services and Fire Services departments;

(Continued on Page 20)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(7) Was advised by Commissioner Barry that he likes the idea of the training facility on the property and that the County's involvement could just be identifying a section of the property;

(8) Was advised by Commissioner May that he wants to see a scope and a plan so that the County can move forward, and that he would like to see potential funding sources; and

(9) Directed staff to bring back, at the March Committee of the Whole Workshop, a scope and a direction for how to proceed on the site, and to give the Board all the information on the investigations of the two remaining parcels so that the Board understands the responsibilities and liabilities, as well as the environmental implications and economic benefits; and

B. Board Direction – None.

(Continued on Page 21)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

7. Triumph Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Triumph Update – Committee of the Whole*, presented by Chips Kirschenfeld, Director of Natural Resources Management, and Matt Posner, RESTORE Program Manager, and the C/W:

(1) Was informed by Director Kirschenfeld that:

(a) At the recent meeting of the Triumph Gulf Coast Board, he and Mr. Posner found out that of the 116 pre-applications submitted, 92 were deemed eligible;

(b) The projects were primarily assessed on whether they were public infrastructure or not;

(c) All three of the projects submitted by the County (the Downtown Sports Complex, the Beulah Interchange, and OLFX/8) were deemed eligible, as well as the four projects supported by the County; and

(d) County staff is working on the full applications now and wants direction from the Board to confirm that staff should continue with the full applications, and whether the Board would like to see just the three applications from the County, or should the applications that the County supported also be included;

(Continued on Page 22)

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(2) Was advised by Commissioner Bergosh that he was happy to see the County's three projects move forward and that he was concerned about running into issues related to including the cost of the corridor in the application for the Beulah Interchange;

(3) Was advised by Mr. Posner that the application for the Beulah Interchange includes design only;

(4) Was advised by Director Kirschenfeld that for the OLFX/8 project, it includes the actual development as well;

(5) Was advised by Commissioner Barry that for the Workforce Development project, he would like to see the Town of Century identified in some of the narrative of the project as being a partner due to having the Pensacola State College campus in the town limits;

(6) Was advised by Commissioner Bergosh that he would like to see a list of the rejected projects;

(7) Was advised by Commissioner Robinson that he is pleased with the County's projects moving forward and would like more information on the timing of the first projects being started;

(Continued on Page 23)

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(8) Was informed by Director Kirschenfeld that:

(a) The projects approved by the Triumph Board do not have to go back to the legislature and that he expects to see the first projects started by the summer; and

(b) The Downtown Sports Complex application is 90% complete and that it, along with the other two, can likely be brought back for the Board's approval next month; and

(9) Was advised by Commissioner Robinson that he would like to see all the County-supported projects as well since they include a letter of support from the County;

(10) Was informed by Director Kirschenfeld that the Triumph Board has not established a deadline for the full applications;

(11) Was advised by Commissioner Barry that he is willing to put the full applications on the Agenda as add-ons and that he does not want to slow down any of the County's projects or the County supported projects; and

(Continued on Page 24)

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(12) Advised staff that the items should be put on the Agenda as soon as they are ready so that they can be approved and move forward and to find out whether the full applications of the County-supported projects need any additional support from the Board; and

B. Board Direction – None.

8. Code Enforcement Reimbursement Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Code Enforcement Update – Committee of the Whole February 6, 2018*, presented by Tim Day, Environmental Programs Manager, and the C/W:

(1) Was informed by Mr. Day that:

(a) He appreciates the staff at the Clerk's office and County Attorney's office for helping to coordinate the initial data collection and determining the process to follow for the reimbursement;

(Continued on Page 25)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(1) Continued…

(b) At its meeting on November 2, 2017, the Board directed staff to take the following actions:

- Proactively provide a $550 reimbursement to approximately 647 citizens who had paid $1,100 in administrative costs under a code enforcement special magistrate order
- Provide an administrative $550 credit, upon lien payoff, to approximately 1311 citizens who had been assessed $1,100 in administrative costs under a code enforcement special magistrate order

(c) Reimbursements will be classified into five categories based on the ability to identify those entitled to reimbursement, as follows:

1) Categories 1 and 2: proactive reimbursement will be made by providing a check directly to the recipient;

(Continued on Page 26)

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(1) Continued…

(c) Continued…

2) Categories 3 – 5: To ensure reimbursement is made to the rightful recipients, the county will notify persons who may be rightful recipients and request documentation evidencing the $1,100 payment; and

3) Approximately 2/3 of the reimbursements will require some active research and work with citizens; and

(2) Was informed by Susan Woolf, General Counsel to the Clerk, that the recommendations for the Board have come out of the cooperative work done with Code Enforcement and the County Attorney's Office; and

(3) Advised staff to approve the certification of eligibility for reimbursements without a scanned check, and authorized staff to utilize outreach measures, such as press releases, website advertisement, and/or postcards to make contact with potentially eligible citizens; and

B. Board Direction – None.

(Continued on Page 27)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

9. Medical Examiners Commission – Recommendation for Reappointment District 1 Medical Examiner, Dr. Andrea Minyard

A. Board Discussion – The C/W was informed by County Attorney Rogers that the Governor is responsible for the appointment of the Medical Examiner every three years, this year Dr. Minyard is up for reappointment, and by rule, the Board of County Commissioners, among others, have to be surveyed, so staff needs guidance on whether the Board supports the reappointment; and

B. Board Direction – The C/W recommends that the Board supports the reappointment of Dr. Andrea Minyard as the District 1 Medical Examiner.

Recommended 3-0, with Commissioner May having left the meeting

(Continued on Page 28)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

10. PACE Financing, Ygrene Energy Fund

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *PACE Financing to Accelerate Energy Efficiency and Storm Resiliency in Your City – February 2018*, presented by Terrance Freeman, Regional Director of Ygrene Energy, and Terry Stark, Director of Commercial Sales with Ygrene Energy, and the C/W:

(1) Was informed by Mr. Freeman that:

(a) Property Assessed Clean Energy (PACE) is a financing mechanism that allows for a longer termed low interest rate loan for repairs to provide energy efficiency and wind hardening for property owners who voluntarily re-pay it through their taxes; and

(b) The City of Pensacola has implemented PACE in both the commercial and residential sector and Escambia County has implemented PACE in the commercial sector;

(2) Was informed by Mr. Stark that in the commercial sector, Escambia County has used PACE in three hotels so far, but approximately 20 other hotels are currently looking at the program;

(Continued on Page 29)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(3) Was informed by Mr. Freeman that:

(a) Ygrene Energy would like to open up PACE for the residential sector in Escambia County as well;

(b) As an industry, Ygrene goes above and beyond what the State Statute (Section 163.08, Florida Statute) requires;

(c) Examples of qualifying improvements include: Doors and Windows, Roof, HVAC, Lighting, Pool, and Building Envelope;

(d) PACE works locally by providing 100% of the financing for qualified projects for homeowners who have at least 20% equity in their home, recruiting and certifying local contractors to go out and complete the work with no compensation until the work has been completed and signed off by the homeowner, and then sending the bill to the Tax Collector where it is added to the homeowner's property taxes as a non-ad valorem assessment;

(e) There is no cost or risk to the local government and PACE is comparable to other forms of financing and can often times be more affordable than other options;

(Continued on Page 30)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(3) Continued…

(f) There are many consumer protections and contractor requirements in an attempt to ensure transparency; and

(4) Was advised by Commissioner Robinson that he was concerned about the burden on the Tax Collector and Property Appraiser;

(5) Was advised by Commissioner Barry that he has some concerns about the perceived negative impact on citizens with higher tax bills than they are used to;

(6) Was informed by Mr. Stark that PACE financing can never lead to a home foreclosure, the assessment stays with the home if it is abandoned or sold, and there are no specific target areas, but that 70% of repairs are hurricane protections; and

(7) Discussed waiting to see how the program goes with the City of Pensacola, and requested for this Item to be brought back in April and to include Scott Lunsford [Escambia County Tax Collector] in the conversation; and

B. Board Direction – None.

(Continued on Page 31)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

11. Employee Survey

A. The C/W was provided with a draft copy of an employee survey by County Administrator Brown, and the C/W:

(1) Was informed by County Administrator Brown that County Administration developed the survey to assess workplace climate;

(2) Was advised by Commissioner Barry that he wants the survey to be completed in whichever manner will provide frank, honest answers, and that he wants to see all of the responses to the open-ended questions;

(3) Was advised by Commissioner Bergosh that it will be important to exclude the outliers on both ends of the survey;

(4) Was advised by Commissioner Robinson that he is concerned about the length of the survey;

(5) Discussed putting the open-ended questions first or even having only open-ended questions and adding additional questions if needed; and

(Continued on Page 32)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

3. Continued…

A. Report of the February 6, 2018, C/W Workshop – Continued

AGENDA NUMBER – Continued

11. Continued…

A. Continued…

(6) Discussed possible ideas for distributing and collecting the surveys to provide anonymity and a high level of response; and

B. Board Direction – None.

12. Adjourn

Chairman Bergosh declared the C/W Workshop adjourned at 11:42 a.m.

B. Approving the Minutes of the Attorney-Client Session held February 15, 2018;

C. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 15, 2018; and

D. Approving the Minutes of the Regular Board Meeting held February 15, 2018.

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

I. PUBLIC HEARINGS

1. Rezoning Cases

Rezoning Case Z-2017-18

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, approving to "bring this [Rezoning Case Z-2017-18] back to the next meeting to set a date."

Speaker(s): Rhonda Autrey

Rezoning Case Z-2017-19

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning Rezoning Case Z-2017-19 heard by the Planning Board (PB) on February 6, 2018:

A. Adopting the Planning Board's recommendation for Rezoning Case Z-2017-19; and

B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

Case Number:	Z-2017-19
Address:	283 Shadow Lawn Lane
Property Reference Number:	38-2S-30-1000-001-004
Property Size:	0.20 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Jennifer Cobb, Team Player Properties, LLC, Owner
PB Recommendation:	Approval

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. 5:45 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May temporarily out of Board Chambers, adopting an Ordinance [Number 2018-10] to amend the Official Zoning Map to include the Rezoning Case [Z-2017-19] heard by the Planning Board on February 6, 2018, and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

Speaker(s) – None.

3. 5:46 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, dropping the 5:46 p.m. Public Hearing scheduled to review and adopt an Ordinance amending the Escambia County Land Development Code Chapter 4, Location and Use of Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, to modify existing regulations, to include certain additional industrial operations, such as concrete and asphalt recycling within the county, and to further address adverse off-site impacts caused by all such operations.

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

1. Scheduling of Public Hearings

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, authorizing the scheduling of the following Public Hearings for April 5, 2018:

A. 5:45 p.m. Public Hearing - Small Scale Map Amendment 2018-01 - 12248 Gulf Beach Highway (*Summary: A small scale amendment to the Future Land Use [FLU] map to change the FLU category of a 1.33 (+/-)-acre parcel from Commercial [C] to Public [Pub], at 12248 Gulf Beach Highway*);

B. 5:46 p.m. Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018:

Case Number:	Z-2018-01
Address:	12248 Gulf Beach Highway
Property Reference Number:	22-3S-31-5001-002-001
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	Pub, Public
Commissioner District:	2
Requested by:	Escambia County, Owner

C. 5:47 p.m. Public Hearing - Small Scale Map Amendment 2018-02 - 4100 Block South Blue Angel Parkway (*Summary: A small scale amendment to the Future Land Use [FLU] map to change the FLU category of a 8.955 (+/-)-acre parcel from Commercial [C] to Conservation [Con], at 4100 Block South Blue Angel Parkway*);

(Continued on Page 36)

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA – Continued

1. Continued…

D. 5:48 p.m. Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018:

Case Number:	Z-2018-02
Address:	4100 Block South Blue Angel Parkway
Property Reference Number:	18-3S-31-1101-000-000
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation
Commissioner District:	2
Requested by:	Escambia County, Owner

E. 5:49 p.m. Public Hearing - Comprehensive Text Plan Amendment - CPA-2018-01 (first of two public hearings) (*Summary: The Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization [FL-AL TPO], Transportation Improvements Plan [TIP], document. The TIP is frequently updated by the FL-AL TPO and the BOCC [Board of County Commissioners] does adopt by Ordinance, on an annual basis, the most up-to-date copy from the TPO document as part of the Capital Improvements Annual Update. The second part of the amendment is to remove Section FLU 1.5.2. The BOCC has previously adopted Ordinance 2015-45, removing minimum residential densities from all Future Land Use categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable*);

F. 5:50 p.m. Public Hearing - Including drive-in or drive-through as a Conditional Use in Commercial Zoning district Ordinance (*Summary: The Ordinance includes language to allow for drive-in drive-through restaurants in the Commercial zoning district to be able to request a Conditional Use, if the proposed parcel boundary is located within 200 feet from any LDR or MDR zoning district, unless separated by a 50-foot or wider street right-of-way*);

(Continued on Page 37)

II. CONSENT AGENDA – Continued

1. Continued…

G. 5:51 p.m. Public Hearing - Ordinances regarding mobile homes - Option One: conditional use for mobile homes in MDR and HDR zoning district; Option Two: special use rezoning process for mobile homes; Option Three: mobile home as a permitted use in MDR and HDR zoning district (*Summary: 1. The Ordinance includes language to establish criteria under which a mobile home may be authorized as a conditional use within MDR and HDR zoning districts; 2. The Ordinance includes language that will establish a special use rezoning process, including criteria for the review and process of an application to allow for the placing of a mobile home in MDR and HDR zoning districts; 3. The Ordinance includes language to allow mobile homes as permitted uses within the MDR and HDR zoning districts*);

H. 5:52 p.m. Public Hearing - Signs Ordinance (*Summary: LDC amendment to remedy content-based provisions and other deficiencies in outdoor sign regulations*);

I. 5:53 p.m. Public Hearing - Use of cargo containers Ordinance (*Summary: LDC amendment to allow alternative uses of standard industrial shipping containers. NOTE: This Ordinance will be pulled at the March 6th Planning Board meeting for additional review. It will be brought back at a later date*); and

J. 5:54 p.m. Public Hearing - Ordinance modifying concrete/asphalt crushing regulations (*Summary: The Ordinance includes language to modify existing regulations to include certain additional industrial operations such as concrete crushing and asphalt recycling and to address off-site impacts caused by those operations*).

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

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-11. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 1 through 11, as follows, as amended to drop Items 5 and 11:

1. Taking the following action concerning the Externship Program Agreement between Virginia College, LLC, and Escambia County, Florida:

   A. Approving the Externship Program Agreement to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services, for certain students of Virginia College; and

   B. Authorizing the Chairman to sign the Agreement.

2. Approving the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

3. Approving the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the form, with the stated reason for disposition; the listed item has been found to be of no further usefulness to the County; thus, it is requested this item be disposed of properly.

4. Approving the two Request for Disposition of Property Forms for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the lists provided; the assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

5. Dropping the recommendation that the Board authorize the scheduling of a Public Hearing on March 15, 2018, at 5:32 p.m., to consider adoption of an Ordinance creating the Navy Oaks Street Lighting Municipal Services Benefit Unit.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

6. Taking the following action concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Modification:

   A. Approving the Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County, to modify the Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Program, providing an extension to Project Number FMA-PJ-04-FL-2014-025 through September 30, 2018; and

   B. Authorizing the Chairman to sign the Agreement.

7. Approving, and authorizing the Chairman to sign, the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa and Cornerstone Solutions, Inc. - Job Corps Services, a One-Stop Partner, effective July 1, 2017, through June 30, 2018, with automatic renewal for successive one-year terms.

   The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the One-Stop delivery system.

8. Taking the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:

   A. Authorizing the scheduling of a Public Hearing for April 5, 2018, at 5:32 p.m., to consider the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers; and

   B. Requiring the petitioner to notify all property owners within a 500-foot radius.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the use of the Artel Gallery:

   A. Approving the use of the Artel Gallery space for the American Cancer Society, Inc., Relay for Life Division, to hold a Masquerade Ball on Saturday, March 10, 2018, from 6:00 p.m. until 11:00 p.m.;

   B. Granting permission for the American Cancer Society, Inc., Relay for Life Division, to serve beer, wine, and alcohol at this event, pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

   C. Requiring the American Cancer Society, Inc., Relay for Life Division, to clean up the Artel Gallery by 10:00 a.m. on Sunday, March 11, 2018.

10. Approving the Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on September 4, 2018, at 5:31 p.m., and September 17, 2018, at 5:31 p.m., respectively.

11. Dropping the recommendation that the Board authorize the Chairman to sign a letter of support to the Florida Department of Transportation for a new contract for County Road 184 (Muscogee Road), from Beulah Road to Carlisle Road – FPN 437039-2-54-01.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-12. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 1 through 12, as follows, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 11:

1. Taking the following action concerning the Memorandum of Agreement (MOA) between Escambia County and Baldwin County Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

   A. Approving, and authorizing the Chairman to sign, the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;

   B. Authorizing the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and

   C. Authorizing staff to sign all documents associated with this MOA.

2. Approving, and authorizing the Chairman to sign, the Contract Amendment to the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement (Contract #024778) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division, which amends the not-to-exceed amount FDACS will pay from $31,540.00 to $32,467.64 (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

3. Authorizing cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot-clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes; the request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for the following vendors (Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401):

   Applied Construction Management, LLC, Vendor No. 013673
   Andala Enterprises, Inc., Vendor No. 422299
   Bellview Site Contractors, Inc., Vendor No. 022702
   B.R. Bonner's Hauling, Inc., Vendor No. 020229
   Castellani Hauling, Inc., Vendor No. 031326
   Common Area Solutions, LLC, Vendor No. 034266
   Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
   Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
   Larry Gates Construction, Inc., Vendor No. 423827
   Southern Girl Botanicals, LLC, Vendor No. 194119
   Webster Construction, Inc., Vendor No. 420065
   West Pensacola Lawn Care, LLC, Vendor No. 232061

4. Taking the following action concerning an Application for a Certificate of Need for a solid waste management activity for Ultimate Waste Solutions, LLC (Funding: Fund 401, Solid Waste Fund, Account No. 343402):

   A. Approving the Application for a Certificate of Need, permitting Ultimate Waste Solutions, LLC, to operate in Escambia County; and

   B. Authorizing the Chairman to sign the Certificate.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning an Application for a Certificate of Need for a solid waste management activity for J & M Dozer Service, Inc. (Funding: Fund 401, Solid Waste Fund, Account No. 343402):

   A. Approving the Application for a Certificate of Need, permitting J & M Dozer Service, Inc., to operate in Escambia County; and

   B. Authorizing the Chairman to sign the Certificate.

6. Taking the following action concerning the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. (Funding: the first year of this Purchase Agreement for cyber security services will be funded by the Supervisor of Elections until September 30, 2018; then, for Fiscal Year 2018-2019, the Information Technology Department will take over the payment for the Agreement):

   A. Approving the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc., to provide managed security services through intrusion detection and monitoring service for the Escambia County Board of County Commissioners; the Network Security Monitoring and Analysis Service fee is $940 monthly, for a total of $11,280 yearly, with an initiation service one-time fee of $900; and

   B. Authorizing the County Administrator to execute the Purchase Agreement for Cyber Security Services being performed by the Center for Internet Security, Inc., and all documents related to the acceptance of this Agreement, to conduct internal continuous monitoring of networks and systems between the Multi-State Information Sharing and Analysis Center and the Escambia County Board of County Commissioners.

7. See Page 47.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the acceptance of the donation of two Drainage Easements and one Public Road Right-of-Way Easement for the West Kingsfield Road Drainage Project (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

   A. Accepting the donation of the following two Drainage Easements and one Public Road and Right-of-Way Easement for the West Kingsfield Road Drainage Project:

Property Owner	**Parcel Reference Number**	**Easement Type**	**Area**
Frank E. and Elizabeth J. Westmark	21-1N-31-4301-000-000	Drainage Easement	0.25 acres
Frank E. and Elizabeth J. Westmark	21-1N-31-4301-000-000	Public Road and Right-of-Way Easement	0.11 acres
Devine Farms, LLC	31-1N-31-1101-000-004	Drainage Easement	0.25 acres

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

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

   D. Authorizing the Chair or Vice Chair to accept the Easement documents as of the day of delivery of the Easements, and for the Chair or Vice Chair to acknowledge the Board's acceptance at that time.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Approving the reallocation of funds from the Capital Improvement Program, as follows (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107):

   A. Approving reallocating $1,261,344 from the Highway 297A (Escambia County Road Prison to Muscogee Road) Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #08EN0105, to the Carver Park East Project, Fund 352, LOST III, Cost Center 210107, Project #13EN2395, which is nearing design completion (the bid package for construction is expected to be submitted before the end of February 2018); and

   B. Approving allocating $1,261,344 from the Carver Park East Project to the Highway 297A (from Escambia County Road Prison to Muscogee Road) Project from Local Option Sales Tax IV in Fiscal Year (FY) 2021 ($800K) and in FY 2023 ($2M), to reimburse this project; staff requests that the funds be allocated for the Carver Park East Project first, since the Highway 297A drainage improvements will need to connect to the Carver Park East Project's outfall system.

10. Adopting the Resolution [R2018-21] approving Supplemental Budget Amendment #066, Mass Transit Fund (104) and FTA Capital Projects Fund (320), in the amount of $238,395, to recognize proceeds from the Florida Department of Transportation and the Federal Transit Administration, and to appropriate these funds to purchase three buses under 30 feet, with lifts; the required match of $23,840 is currently in the 2017/2018 Mass Transit Budget.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

11. Dropping the recommendation that the Board take the following action concerning the surplus and sale of real property located at the 400 Block of South "K" Street that has escheated to the County:

    A. Authorize the County Attorney's Office to take such necessary actions to evict the occupants of County-owned property, if the premises are occupied;

    B. Declare surplus the Board's real property located at the 400 Block of South "K" Street, Account #: 15-3490-500, Reference #: 00-0S-00-9080-024-128, District 2;

    C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, $26,220; and

    D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sale of this property.

12. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 17-18.026, Re-Bid, Quietwater Beach Ferry Landing, Landside, in the amount of $60,865.18 (Note: bid of $110,865.18, less $50,000 allowance for County provided ticket booth) (Funding: Fund 167, "Bob Sikes Bridge Fund," Cost Center 140302, Object Code 56301).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Pathways For Change

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 3-1, with Commissioner Underhill voting "no" and Commissioner May temporarily out of Board Chambers, taking the following action concerning an Amendment to the Program Participation Agreement between Pathways for Change, Inc., a Florida not-for-profit corporation, and Escambia County, Florida, a political subdivision of the State of Florida (Funding: Fund 001, General Fund, Cost Center 110201, Object Code 58208):

A. Approving the Amendment to the Program Participation Agreement; and

B. Authorizing the Chairman to sign the Amendment.

Pathways for Change, Inc., has created an outreach program to assist individuals who have recently been released from a correctional facility with assimilating into society. The Amendment to the Program Participation Agreement increases the amount that the County agrees to contribute for Fiscal Year 2017/2018 from $140,000 to $175,000. All other provisions of the Agreement remain unchanged.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Acquisition of Real Property

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning authorization for the acquisition of real property for stormwater drainage in the Crescent Lake area (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56101, Project #15EN3252):

A. Approving the purchase of the following parcel of real property for stormwater drainage in the Crescent Lakes area, for the submitted counteroffer:

Parcel ID	Property Owner	Address	Approximate Parcel Size	Appraised Value	Counter Offer
44-1S-30-2002-000-035	Windell L. Jones Life Estate & Connie Shirah Hetherington	5548 Glass Drive	0.92 acre	$32,000	$47,000

B. Authorizing staff to draft a Contract for Sale and Purchase for the property for a specified amount and bring the executed Contract back before the Board.

2. Acceptance of a Special Warranty Deed

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning acceptance of a Special Warranty Deed from the City of Pensacola, conveying property located at 3910 North Palafox Street (052S301001002017) back to the County:

A. Accepting the Special Warranty Deed, as provided, from the City of Pensacola, conveying property located at 3910 North Palafox Street (052S301001002017) back to the County;

B. Authorizing the payment of documentary stamps;

(Continued on Page 49)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued…

C. Authorizing the payment of incidental expenditures associated with the recording of this Special Warranty Deed; and

D. Authorizing the Chairman or Vice Chairman to sign all related documents.

3. Allocation of LET Funds

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018 (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201; 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):

A. AFCEA Blue Angels Pensacola Chapter, in the amount of $25,000;

B. Hadji Shriners, in the amount of $5,000;

C. Panhandle Charitable Open, in the amount of $30,000;

D. Pensacola Mess Hall, in the amount of $5,000;

E. FavorHouse of Northwest Florida, Inc., in the amount of $12,000;

F. Pensacola Little Theatre, Inc., in the amount of $6,000;

G. Christian Surfers, in the amount of $5,000;

(Continued on Page 50)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

H. Pensacola Opera, Inc., in the amount of $5,000; and

I. Jacksonville Sheriff's Office, in the amount of $2,000.

Speaker(s):

John Peacock

For Information: Commissioner Underhill disclosed a past relationship with Cyberthon; Commissioner May disclosed that Panhandle Charitable Open supports multiple charities, some of which he is a part of or on a board of; and Commissioner Barry disclosed that he is a member of Hadji Shriners.

4. Allocation of LET Funds

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving the allocation of $5,000 of Law Enforcement Trust (LET) Funds to the Pensacola Suburban West Florida Rotary Club, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018; upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201).

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Agreement with the University of West Florida

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving entering into an Agreement, Option #2, as follows, with the University of West Florida's Hass Center for Research and Economic Opportunity, to perform a survey of residents and businesses regarding the Pensacola Beach Alcohol Ordinance (Funding Source: Fund 001, General Fund, BCC Non-Departmental, Cost Center 110201, Object Code 59805):

A. Option # 1 - Secondary Data Review and Analysis. The Haas Center will use secondary data to evaluate the differences in tourism and tourism revenue, retail sales, and crime statistics before the Ordinance took place and it was implemented. The Center will collect, analyze, and present the findings. The level of detail of this analysis relies upon the availability of key data points and sometimes may require going beyond what is publicly available. The client will work closely with the Haas Center and their partner organizations to determine the availability of such data and collect it when necessary.

Primary Data Collection. The Haas Center will work closely with County officials to create a survey instrument which evaluates the feelings, concerns, and priorities of Pensacola Beachresidents and businesses. Since the population of Pensacola Beach is small, the Haas Center will make up to four rounds of calls of the community's registered voters (rather than a set number of responses). In addition, all businesses in Pensacola Beach will be contacted by the Haas Center. The Center will do a mail-out letter notifying the businesses of the survey, then send an invitation to an online survey, and follow it up with a telephone call if a business has not responded.

It is important that the client make every effort to notify the public of the upcoming survey by making a press release, including notifications on County social media and/or newsletters. The final document will include summary statistics for the results. In order to keep the cost to a minimum, the Center cannot guarantee the results to be statistically significant. The total cost for this option is $9,500; or

(Continued on Page 53)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Continued…

B. Option # 2 - This option includes all of the secondary data analysis described in Option #1, as well as the target audience described in the primary data collection. In addition, the Hass Center will expand and/or modify their survey services to include the following:

- A statistically significant sample of all Escambia County residents, (regardless of voter status), with an oversampling of Pensacola Beach residents.
- Outreach to Pensacola Beach businesses, as well as other Escambia County businesses in the tourism industry.
- A convenience sample of visitors to Pensacola Beach during the six-week period of data collection.

The report will include a breakout of the differences in priorities and responses between Pensacola Beach residents and other County residents. Similar break-outs will be provided for businesses, if the sample size is high enough to protect confidentiality. The cost for this option is $15,000.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-4. Approval of Various For Action Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving For Action Items 1 through 4, as follows:

1. Approving the transfer of the potable water system on Innerarity Island to Emerald Coast Utilities Authority.

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1-4. Approval of Various For Action Items – Continued

2. Taking the following action concerning the approval of the settlement of lawsuit of Dellaina Merritt v. Escambia County, Florida, Case No. 3:15-cv-00286-MCR-EMT:

   A. Authorizing the settlement of claims for past 1.5 overtime compensation, liquidated damages, and interest, in the sum of $15,000, and to include payment of attorney's fees and costs in the sum of $35,750; and

   B. Authorizing the submission of a stipulated final judgment to U.S. District Court Chief Judge Rodgers to approve the terms of the settlement, as provided by the Fair Labor Standards Act.

3. Authorizing the removal and retention of the free-standing monument sign by New Dimensions Christian Center, Inc., prior to closing, regardless of terms provided in the executed Contract for Sale and Purchase.

4. Taking the following action concerning Engagement and Contingency Fee Agreement for Special Counsel (PD 17-18.001):

   A. Approving the engagement of the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., as lead counsel, contingent upon receiving notice from the firm that all affected clients have agreed to waive any potential conflict of interest;

   B. Approving the waiver of all conflicts of interest disclosed by the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., as provided in the provided list; and

   C. Approving the Engagement and Contingency Fee Agreement and authorize the Chairman to execute the Agreement, contingent upon receiving notice from the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., that all affected clients have agreed to waive any potential conflict of interest.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Discussion of a Design Consideration for a Proposed Right Turn Lane for the Casino Beach Parking Lot Expansion Project Design Consideration

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving to add the right turn lane back into the Casino Beach Parking lot design and move it forward as quickly as possible.

   Speaker(s):

   Kelly Hogrebe

2. Reefing of the Materials from the Demolished Pensacola Bay Bridge

   Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving that Escambia County takes an official position that the best disposal site for both Escambia and Santa Rosa residents of the bridge material from the 3-Mile Pensacola Bay Bridge being reefed by Skanska is the Escambia County permitted site in Florida State waters. Both dramatically shorter distance and the ability to require fewer cuts for larger pieces will enable Skanska to reef more of the bridge at the Escambia County site than the Santa Rosa site. In addition, directs Escambia County staff to collaborate with Santa Rosa County staff on ways to collaborate to implement more inshore and nearshore reef material through a NRDA grant for loss of use purposes.

3. MTAC

   Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving to suspend the MTAC [Mass Transit Advisory Committee] until the Board figures out where the County is going regarding mass transit.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Letter of Support

   The Board took no action concerning the recommendation that the Board authorize the Chairman to sign a letter of support regarding transportation improvements in the vicinity of the new Beulah Middle School.

2. Request for Funding

   Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving the request for $2,500, to be funded from the 4th Cent Tourist Development Tax, for the Aggie Classic, and approving the Purchase Order for this purpose.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Allocation of Commissioners' Discretionary Money

   Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving funding $1,500 to Jim C. Bailey Middle School for the Florida Science Olympiad on March 24, 2018, in Tampa, Florida, from Commissioner Bergosh's discretionary money, and approving a Purchase Order for this purpose (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

2. Letter regarding LET Funds

   Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-1, with Commissioner Underhill voting "no," approving the letter to Governor Rick Scott, and copied to Senators Doug Broxson and George B. Gainer, Representatives Clay Ingram, Mel Ponder, Frank White, and Jayer Williamson, to support legislation requiring no less than 50% of all local expenditures of annual proceeds from Law Enforcement Trust (LET) Funds be specifically used to fund school resource officer programs to provide sworn officers or armed professional security.

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 6:47 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 15, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13816 **Growth Management Report** 11. 1.
BCC Regular Meeting **Action**
Meeting Date: 03/15/2018
Issue: Action Item - Huntington Creek Second Addition Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning Final Plat Huntington Creek Second Addition Permit FP# 150900039

That the Board take the following action concerning recording of Huntington Creek Second Addition (a 13-lot, private single family residential subdivision), located in the Beulah Community off Mobile Highway, lying east of Beulah Road. Owned and developed by Clearwater 102, 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; and

B. Approve the street name "Huntington Creek Boulevard."

BACKGROUND:
The preliminary plat and construction plans were approved on October 5, 2016. The Escambia County Public Safety Department approved the street name "Huntington Creek Boulevard" on December 13, 2013. Development Services Department inspected the improvements on March 5, 2018, and found improvements substantially complete and in accordance with applicable County Requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:
This recommendation is consistent with previous practices of the County Attorney's Office.

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 the County Land Development Code – 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.

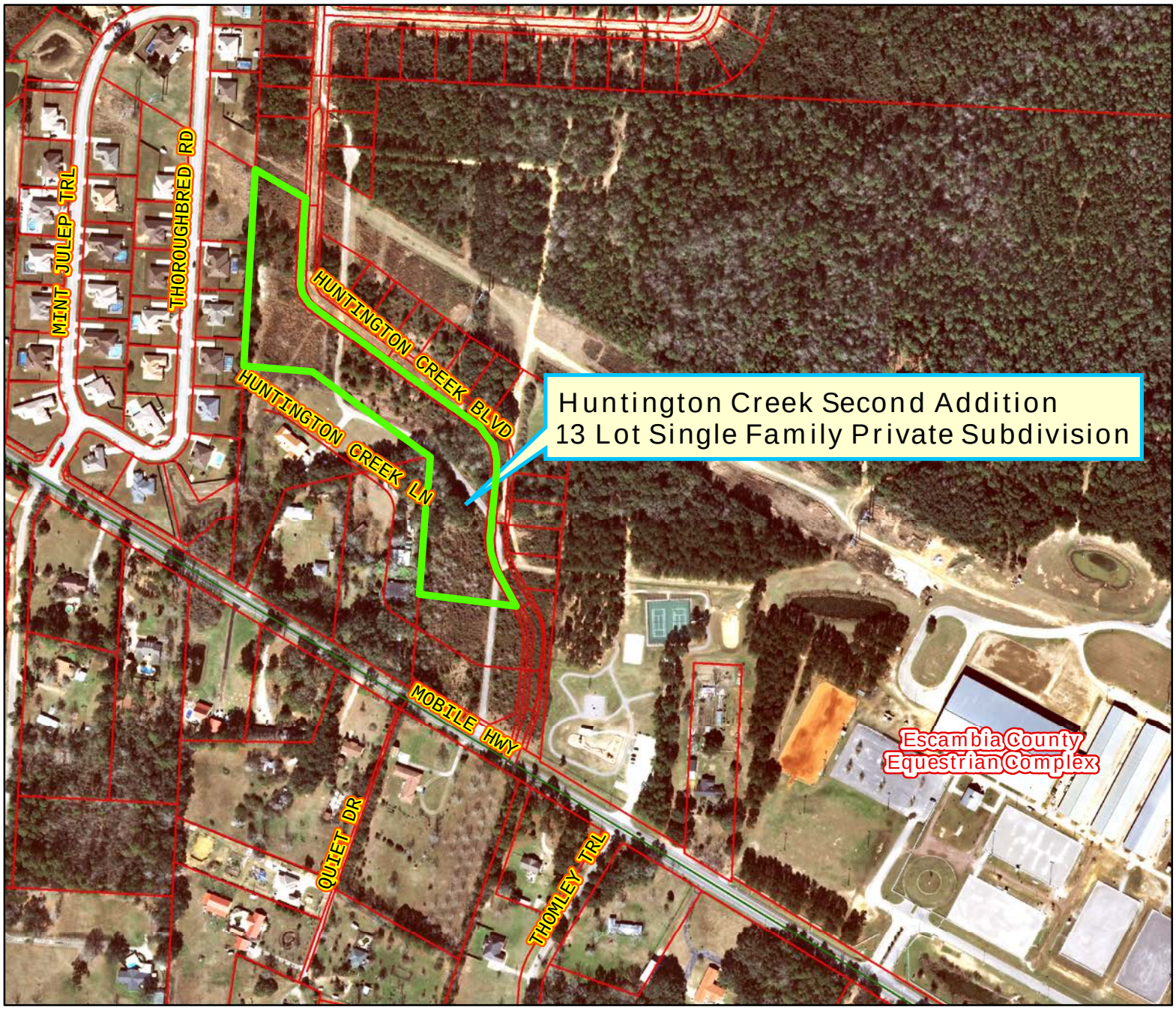
COORDINATION WITH OTHER AGENCIES/PERSONS:

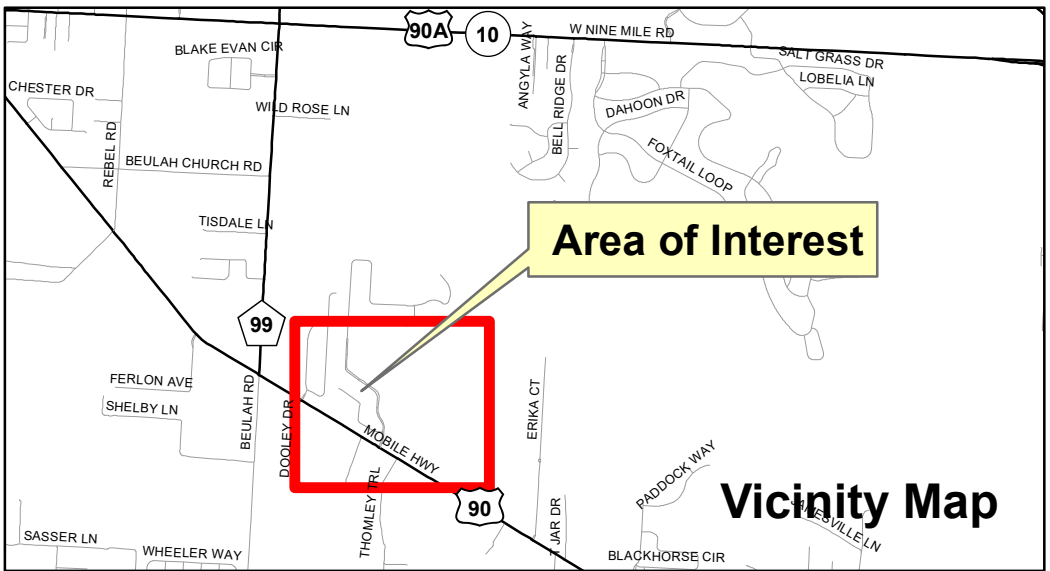
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Letter Approval
Final Plat

Subdivision Final Plat ~ Huntington Creek Second Addition
13 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 3/6/2018

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

December 13, 2013

The following names have been submitted for approval:

Huntington Creek Boulevard
Huntington Creek Circle

The streets are located in:

Huntington Creek 1st Addition

The name was requested by:

Jerry McGuire with JMA Engineering Services, Inc.

Escambia County Public Safety concurs 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

A RECORD PLAT OF

HUNTINGTON CREEK SECOND ADDITION

OF A SINGLE FAMILY RESIDENTIAL SUBDIVISION

LOCATED IN A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FUTURE LAND USE: MU-S
CURRENT ZONING: MDR
MARCH, 2018

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature
Development Services Director or Designee

Date

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Services Department. DRC does not constitute the commencement of construction. This approval by the DRC 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.

OWNER:

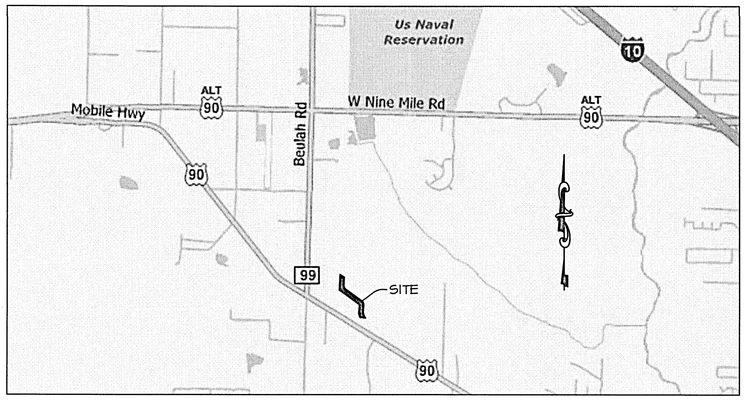
CLEARWATER 102, LLC
1604 E. JACKSON STREET
PENSACOLA, FL 32501
CONTACT: FRED HEMMER
(813) 299-9855

ENGINEER:

JERRY W. McGUIRE
JMA ENGINEERING SERVICES, INC,
2726 WALLACE LAKE ROAD,
PACE, FL 32571
(850) 995-7323

SURVEYOR:

FRED R. THOMPSON
NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL 32526
(850) 432-1052



SCALE: 1"=2000'

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AND THE EAST LINE OF TWIN SPIRES PLANTATION AS RECORDED IN PLAT BOOK 18 AT PAGE 31 AND 31A OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AND THE EAST LINE OF TWIN SPIRES PLANTATION FOR A DISTANCE OF 278.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03 DEGREES 13 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AND THE EAST LINE OF TWIN SPIRES PLANTATION FOR A DISTANCE OF 445.39 FEET; THENCE GO SOUTH 54 DEGREES 03 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 709.24 FEET; THENCE GO SOUTH 04 DEGREES 49 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 252.46 FEET; THENCE GO SOUTH 15 DEGREES 50 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 124.99 FEET; THENCE GO SOUTH 84 DEGREES 24 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 187.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD (50' PRIVATE R/W); THENCE GO NORTH 29 DEGREES 20 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF HUNTINGTON CREEK BOULEVARD FOR A DISTANCE OF 79.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 225.00 FEET FOR AN ARC DISTANCE OF 137.21 FEET (DELTA= 34 DEGREES 56 MINUTES 26 SECONDS, CHORD BEARING= NORTH 11 DEGREES 52 MINUTES 23 SECONDS WEST, CHORD DISTANCE= 135.10 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 05 DEGREES 35 MINUTES 50 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 177.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 145.00 FEET FOR AN ARC DISTANCE OF 151.18 FEET (DELTA= 59 DEGREES 44 MINUTES 10 SECONDS, CHORD BEARING= NORTH 24 DEGREES 16 MINUTES 44 SECONDS WEST, CHORD DISTANCE= 144.42 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 54 DEGREES 08 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 573.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 102.00 FEET FOR AN ARC DISTANCE OF 102.09 FEET (DELTA= 57 DEGREES 20 MINUTES 42 SECONDS, CHORD BEARING= NORTH 25 DEGREES 28 MINUTES 29 SECONDS WEST, CHORD DISTANCE= 97.88 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 229.58 FEET; THENCE GO NORTH 59 DEGREES 05 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 169.39 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 5.16 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. NORTH, BEARINGS AND THE SURVEY DATUM SHOWN HEREON IS BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011)-EPOCH 2010.0000) AND WAS DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER+ 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.
2. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", MINIMAL RISK AREAS OUTSIDE THE 1% AND 2% ANNUAL CHANCE FLOODPLAINS. NO BASE FLOOD ELEVATION OR BASE FLOOD DEPTH ARE SHOWN WITHIN THESE ZONES, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0270G AND 12033C0290G, MAP REVISION DATED SEPTEMBER 29, 2006.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
4. GERALD W. McGUIRE, P.E. JMA ENGINEERING SERVICES, INC, 2726 WALLACE LAKE ROAD, PACE, FL 32571, (850) 955-7323 IS THE ENGINEER OF RECORD.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. DEVELOPMENT CONSISTS OF 13 SINGLE FAMILY DETACHED RESIDENTIAL LOTS. RESIDENTIAL DENSITY = 2.52 UNITS/ACRE. TOTAL PROJECT ACREAGE: 5.16 MORE OR LESS.
7. NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE. (LDC-7.01.08)
8. ALL NEW BUILDING ROOF DRAINS, DOWN SPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO RETENTION\DETENTION AREAS.
9. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
10. DRAINAGE/ACCESS EASEMENTS: NO FENCES OR OTHER STRUCTURES SHALL BE BUILT WITHIN DRAINAGE/ACCESS EASEMENTS, THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
11. EACH LOT SHALL HAVE A 10 FOOT WIDE DRAINAGE EASEMENT ALONG THE SIDE LOT LINE BEING 5 FEET EACH SIDE OF THE LOT LINE.
12. EASEMENTS, GATES, AND SIGNS ARE TO BE MAINTAINED BY THE HOME OWNER ASSOCIATION.
13. THE PROPERTY IS SUBJECT TO A DISTRIBUTION EASEMENT TO GULF POWER RECORDED IN O.R. BOOK 2500, PAGE 46, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, ALSO, AN UNDERGROUND DISTRIBUTION EASEMENT TO GULF POWER COMPANY RECORDED IN O.R. BOOK 4817 AT PAGE 395, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, ALSO, A RIGHT OF WAY EASEMENT TO GULF POWER COMPANY RECORDED IN DEED BOOK 367, PAGE 47, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, AND ALSO EASEMENT TO GULF POWER COMPANY RECORDED IN O.R. BOOK 7181, PAGE 32 PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SITE AND BUILDING REQUIREMENTS: ZONING MDR

LOT COVERAGE: THE PERVOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)
LOT WIDTH: FIFTY FEET AT STREET RIGHT OF WAY FOR SINGLE-FAMILY DETACHED DWELLINGS.
FRONT BUILDING SETBACK: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 30 FEET FROM THE RIGHT OF WAY OF THE PRIVATE ROAD,
REAR BUILDING SETBACK: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET IN DEPTH.
SIDE BUILDING SETBACK: ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.
BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

STATE PLANE COORDINATE TABLE
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING (FT.)	EASTING (FT.)	LATITUDE (N)	LONGITUDE (W)	SCALE FACTOR	CONVERGENCE	ELEVATION (NAVD88)	Elevation Factor	COMBINDED SCALE FACTOR
GPS 1	564276.70	1062723.88	30°31'12.6027"	87°22'36.7316"	0.99996733	-01°26'44.52"	119.74	0.99999861	0.99996594
GPS 2	563832.03	1062698.84	30°31'08.1963"	87°22'36.8896"	0.99996719	-01°26'44.60"	121.13	0.99999855	0.99996574
GPS 3	563415.75	1063273.07	30°31'04.2207"	87°22'30.2066"	0.99996708	-01°26'41.24"	115.56	0.99999881	0.99996589
ESC 4075	556489.57	1087483.28	30°30'01.6463"	87°17'51.56.5612"	0.99996527	01°24'21"	109.12'	0.99999910	0.99996437

LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK
TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINGED SCALE FACTOR

COUNTY CLERK'S CERTIFICATE OF APPROVAL

COUNTY OF ESCAMBIA
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, SECTIONS 177.011 THROUGH 177.151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS _____ DAY OF _____, 2018.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

DEDICATION

KNOW ALL PERSONS BY THESE PRESENT THAT CLEARWATER 102, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER ("OWNER") AND WHITNEY BANK D/B/A HANCOCK BANK AS MORGAGEE OF THE LAND DESCRIBED AND PLATTED HEREON KNOWN AS HUNTINGTON CREEK SECOND ADDITION, HEREBY DEDICATES TO HUNTINGTON CREEK COMMUNITY ASSOCIATION, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION ALL PRIVATE RIGHTS OF WAY, SIDEWALK EASEMENTS, DRAINAGE/ACCESS EASEMENTS, COMMON AREAS (PARCEL H), AND DEDICATES 40 FOOT WIDE ECUA UTILITY EASEMENT TO ECUA, AND DEDICATES TO ALL UTILITY PROVIDERS UTILITY EASEMENTS UNDER, OVER, ACROSS & THROUGH ALL UTILITY EASEMENTS AS SHOWN ON THE PLAT, AND HEREBY REQUESTS THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. IT IS NOT THE INTENT OF THE OWNER TO DEDICATE TO THE GENERAL PUBLIC ANY PORTION OF THE PLAT.

WITNESSES:
(SIGNATURE)_____
(PRINTED NAME)_____

CLEARWATER 102, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: HEMMER CONSULTING, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(SIGNATURE)_____
(PRINTED NAME)_____

BY:_____
FRED HEMMER, ITS PRESIDENT

WITNESSES:
(SIGNATURE)_____
(PRINTED NAME)

WHITNEY BANK D/B/A HANCOCK BANK
BY: BOB MOLLEY IT'S VICE PRESIDENT

(SIGNATURE)_____
(PRINTED NAME)_____

BY:_____
ITS VICE PRESIDENT WHITNEY BANK D/B/A/HANDCOCK BANK

CERTIFICATE OF ATTORNEY:

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE.

PRINT NAME

SIGN NAME

CERTIFICATE OF APPROVALS:

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 _____, 2018, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS INSTUCTED TO SO CERTIFY HEREON.

PAM CHILDERS — DATE
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED FRED HEMMER, PRESIDENT OF HEMMER CONSULTING, LLC, THE MANAGER OF CLEARWATER 102, LLC, OWNER AND DEVELOPER OF HUNTINGTON CREEK SECOND ADDITION AND BOB MOLLEY, VICE PRESIDENT OF WHITNEY BANK MORTGAGEE KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF CLEARWATER 102, LLC, AND WHITNEY BANK EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED_____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

SIGNATURE

PRINT NAME

COMMISION NO. _____

MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF 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 _____, 2018.

_____,
JOSEPH E. BARRETT
P.S.M. COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISION OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.001 – 177.151, FLORIDA STATUTES; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN.

FRED R. THOMPSON
FLORIDA REGISTRATION NO. 3027

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

NORTHWEST FLORIDA LAND SURVEYING, INC.
SURVEYING AND MAPPING BUISNESS NUMBER 7277
7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR HUNTINGTON CREEK SECOND ADDITION. ALL PROPOSED PRIVATE ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

GERALD W. McGUIRE PE. NO. 39572
STATE OF FLORIDA
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD,
PACE, FL 32571
(850) 995-7323

SEALED WITH NOT VALID UNLESS AN EMBOSSED SEAL OF A FLORIDA PROFESSIONAL ENGINEER

NOTICE:
-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 ESCAMBIA COUNTY, FLORIDA.

DECLARATION OF RESTRICTIONS AND COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

A RECORD PLAT OF

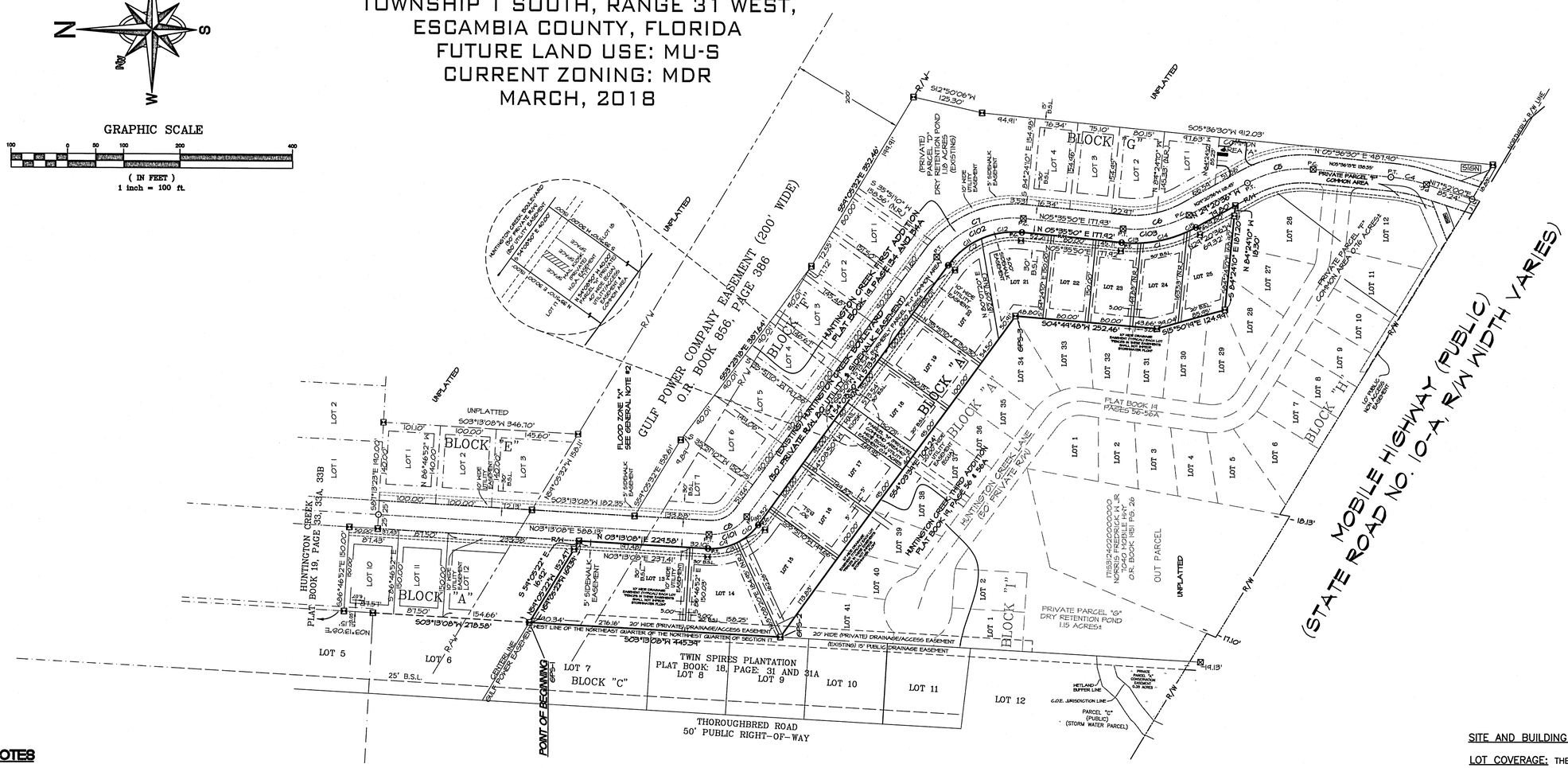
HUNTINGTON CREEK
SECOND ADDITION

OF A SINGLE FAMILY RESIDENTIAL SUBDIVISION

LOCATED IN A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FUTURE LAND USE: MU-S
CURRENT ZONING: MDR
MARCH, 2018

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.


BLOCK "G"
BLOCK "A"
BLOCK "E"
BLOCK "H"
BLOCK "I"
BLOCK "C"
HUNTINGTON CREEK FIRST ADDITION PLAT BOOK 18, PAGES 124 AND 124A
HUNTINGTON CREEK UNITED ADDITION PLAT BOOK 19, PAGES 56-56A
TWIN SPIRES PLANTATION PLAT BOOK 18, PAGE 31 AND 31A
GULF POWER COMPANY EASEMENT (200' WIDE) O.R. BOOK 856, PAGE 386
HUNTINGTON CREEK BOULEVARD 80' PRIVATE R/W
PRIVATE PARCEL "B" DRY RETENTION POND 1.18 ACRES (EXISTING)
PRIVATE PARCEL "D" DRY RETENTION POND 1.15 ACRES±
PRIVATE PARCEL "A" CONSERVATION EASEMENT 4.39 ACRES
PRIVATE PARCEL "C" COMMON AREA 0.78 ACRES±
OUT PARCEL
TIISBJ340000000 NORRIS FREDRICK H JR 7040 MOBILE HWY O.R. BOOK 1951 PG. 26
MOBILE HIGHWAY (PUBLIC) (STATE ROAD NO. 10-A, R/W WIDTH VARIES)
HUNTINGTON CREEK (PRIVATE R/W)
HUNTINGTON CREEK BOULEVARD (80' PRIVATE R/W)
PLAT BOOK 19, PAGE 33, 33A
UNPLATTED
FLOOD ZONE "X" SEE GENERAL NOTE #2
5' SIDEWALK EASEMENT
10' WIDE UTILITY EASEMENT
20' WIDE (PRIVATE) DRAINAGE/ACCESS EASEMENT
(EXISTING) 15' PUBLIC DRAINAGE EASEMENT
25' B.S.L.
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
POINT OF BEGINNING
THOROUGHBRED ROAD
50' PUBLIC RIGHT-OF-WAY
HETLAND BUFFER LINE
C.O.E. JURISDICTION LINE
PARCEL "C" (PUBLIC) (STORM WATER PARCEL)
PRIVATE PARCEL "A" CONSERVATION EASEMENT 4.39 ACRES
S12°50'06"W 129.30'
S05°36'30"W 912.03'
N05°35'50"E 171.42'
N04°44'48"W 252.46'
S84°24'10"E 124.98'
S84°24'10"E 187.20'
N84°24'10"W 18.30'
N05°35'50"E 171.42'
S03°13'08"W 346.70'
N03°13'08"E 580.13'
N03°13'08"E 229.58'
N03°13'08"E 231.41'
S03°13'08"W 218.58'
S03°13'08"W 345.38'
N05°35'50"E 252.46'
S84°24'10"E 154.98'
N84°24'10"W 154.66'
S84°24'10"E 150.09'
S84°24'10"E 152.40'
S84°24'10"E 150.25'
N05°35'50"E 216.16'
S05°35'50"W 140.34'
S84°24'10"E 152.40'
N05°35'50"E 140.34'
N05°35'50"E 152.40'
S05°35'50"W 152.40'
S84°24'10"E 150.25'
N05°35'50"E 150.25'
S84°24'10"E 150.25'
N05°35'50"E 150.25'
S84°24'10"E 150.25'
N05°35'50"E 150.25

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13729 **County Administrator's Report** **11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018

Issue: Interlocal Agreement between Escambia County and District Board of Trustees of Pensacola State College
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College, Florida, for Student Clinical Training for the provision of certain Emergency Medical Services, as approved by the District Board of Trustees on January 19, 2018:

A. Approve the Interlocal Agreement to enable students in the Paramedic Program to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing the effective date of the Agreement through December 31, 2018, and automatically renewed for 4 successive renewal terms of 1 year each; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The Interlocal Agreement with Pensacola State College (PSC) allows for PSC EMT and Paramedic students to perform clinical experiences aboard Escambia County EMS response units. The agreement is mutually beneficial at this time as PSC serves as a potential recruiting source for EMT's and Paramedics. In addition, ECEMS has six EMT's currently attending Paramedic School at PSC, and the agreement allows them to conduct their clinical pre-hospital education within our EMS Division. PSC is required to maintain its own insurance and medical director. Students are also required to meet uniform and professional standards in order to conduct clinical education at ECEMS.

This agreement will supersede in it's entirety the prior Interlocal Agreement dated March 1, 2012.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Assistant County Attorney Kristen Hual approved the documentation as to form and legal sufficiency on January 24, 2018.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:
Upon BCC approval and proper execution, the Agreement become effective upon filing with the Escambia County Clerk's Office. Following BCC approval, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the appropriate originals is returned to the District Board of Trustees of Pensacola State College for its files, Steve White, Public Safety EMS Division Manager, will oversee implementation of the Agreement and, in cooperation with PSC Paramedic School will develop a schedule to ensure that eligible students have the opportunity to participate in clinical training opportunities.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA FOR THE PROVISION OF STUDENT CLINICAL TRAINING

This Interlocal Agreement, made and entered into by and between The District Board of Trustees of Pensacola State College, Florida whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College"), and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County and the College are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the College has established accredited or state approved professional training programs in applied health occupations, and such programs require the provision of training facilities in which the students can obtain the learning experiences set forth in the curricula of the programs; and

WHEREAS, Emergency Medical Services (EMS), a Division of the Public Safety Department of Escambia County has clinical facilities (ambulances) where students can acquire certain learning experiences required in the curricula of the aforementioned programs; and

WHEREAS, it is beneficial for the College to enter into an Agreement with the County to ensure the practical aspects of this curricula are fully met and address the student training for health-related occupations. Furthermore, it is beneficial for the County to utilize additional manpower provided by student participants.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the College and County agree as follows:

1. This Agreement hereby supersedes in its entirety the prior Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola Junior College, Florida for the Provision of Certain Student Clinical Training, dated March 1, 2012.

2. The administration of health-related education and the planning, selecting, and supervision of training experiences for the students shall be the responsibility of and under the control and supervision of the College and shall be administered by the departmental faculties and in administering these programs, the College shall:

A. Be responsible for, and will directly control, the teaching and training of the students by providing competent instructors for the planning, implementation, instruction, teaching, guidance and supervision of the students.

B. Provide supervision and instruction required in the program unless, in specific instances, other provisions are mutually agreed upon.

C. Maintain professional liability insurance covering students, with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a student arising out of participation in the training program described herein. College will provide a certificate of such insurance to Escambia County upon request.

D. Maintain accidental medical, death and dismemberment insurance for students enrolled in health programs, with limits of $15,000.00 for accidental medical expenses, and limits of $25,000.00 for accidental death or dismemberment. College will provide a certificate of such insurance to Escambia County upon request.

E. Compile and maintain permanent records of students, maintain all related correspondence, and pay for all office work incidental thereto.

F. Retain only those students whose conduct and performance is in accordance with the standards set forth by acceptable practice.

G. Plan schedules for student training, with schedules subject to the approval of the County prior to the beginning of the training period.

H. Notify the County in writing of the number of students who will be reporting at least two weeks prior to the beginning of the training period.

I. Ensure that the students comply with any and all rules and regulations mutually agreed upon by the College and the County for the governing of the trainees.

J. Provide necessary books, periodicals, teaching equipment, supplies and materials needed for specific instances of instruction by the Field Training Officers (FTOs).

K. Assign a faculty member of the College to be the point of contact available for consultation with the FTO(s) and the County.

L. Prohibit the publication by the trainees and faculty or staff members of any material relative to their training experience that has not been approved for release for publication by the County and the College.

M. College agrees that in no case shall its students, employees, or agents remove or cause to be removed any original or copied protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") from the physical premises of the County. College agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of this Agreement.

N. Ensure that all participating students, supervisors, employees, and agents of the College fully comply with County privacy practices and procedures and its Notice of Privacy Practices.

O. Allow County EMS employees the opportunity to attend (at no cost to the County or its employees) workshops and seminars offered by the PSC Department of Staff and

Program Development (SPD) held at the College during the course of the Agreement. The College will publish information in the SPD Workshop Calendar and post information on the following website: www.pensacolastate.edu, search "Staff Professional Development". This information will specify the course name, description, date, location and seating available for County EMS employees.

P. Allow for the exchange and appropriate use of equipment, facilities and training supplies, as agreed to by both parties, for the purpose of furthering the skills and abilities of the students and County EMS employees.

Q. College understands and agrees that College departmental faculty will not be permitted to participate in student training exercises involving County EMS facilities, including, but not limited to, the provision of ambulance services and patient care.

3. The administration, oversight and responsibility for student training facilities as provided herein shall be the responsibility of and under the direct control and supervision of County EMS and shall be administered through County EMS staff, and in so doing, the County shall:

A. Make available to the students County EMS training facilities indicative of the service being provided and within the current capabilities and infrastructure available at the County.

B. Cooperate with the College departmental faculty in planning and administering a suitable program for the students. Joint meetings between the appropriate administration of the College and the appropriate administration of the County shall be held upon request by either agency.

C. Educate and advise the FTO(s) of their responsibilities associated with the training and evaluation of the students.

D. Extend the opportunity, when applicable, for College instructors to attend appropriate departmental meetings.

E. Permit, upon request, the inspection of its County EMS training facilities by agencies charged with the responsibility for accreditation of College programs.

F. Allow students and instructors to participate in the continuing education programs of County EMS as they relate to the student training experiences.

4. The students are being provided the opportunity to learn in a field environment under the auspices of Escambia County and, as such, all students shall:

A. Abide by any and all rules and regulations mutually agreed upon by the College and the County for the governing of the trainees, as set forth in the General Policy Manual and Applied Health Technologies

B. Abide by existing policies, rules and regulations delineated verbally and in writing by the County administration, shift supervisors, and those directly responsible for their training.

C. Be responsible for their meals.

D. Be responsible for their transportation to and from the training facilities.

E. Follow the appropriate dress code established and mutually agreed upon by the County and the College, and wear appropriate name tags/badges at all times.

F. Acknowledge and understand that all patient information that may be accessible during the training program is considered confidential, and a breach of patient confidentiality will result in immediate termination from the training program with the County.

5. The parties hereto shall cooperate in periodic and terminal evaluation of these programs.

6. This Agreement shall commence on January 1, 2018, and shall terminate on December 31, 2018, whereupon it shall be automatically renewed for four (4) successive renewal terms of one (1) year each, unless either party shall give notice of its intent not to renew in writing at least thirty (30) days prior to the termination of the initial term or any renewal term.

7. The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

8. Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

9. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To PSC:	To County:
President	County Administrator
Pensacola State College	Escambia County Government Complex
1000 College Boulevard	221 Palafox Place, Suite 420
Pensacola, Florida 32504	Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

10. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

11. 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.

12. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

13. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

14. The failure of either 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 in the event of a continuing or subsequent default on the part of a party.

15. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds

this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, or the College.

16. This Agreement, after being properly executed by both parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document in the office of the Clerk of the Circuit Court upon receipt of the executed Agreement from the College.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Jeff Bergosh, Chairman

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA, the governing body of an agency of the State of Florida

By: _____
C. Edward Meadows, President

19th day of January, 2018

Approved as to Form:

By: _____
Thomas J. Gilliam, Jr. – Attorney
for Pensacola State College

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/24/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13746 **County Administrator's Report** **11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018

Issue: Federal Transit Administration (FTA) FY 2018 Annual Certifications and Assurances for Escambia County
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Transit Administration Fiscal Year 2018 Annual Certifications and Assurances for Escambia County - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2018 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Ratify the Assistant County Attorney's signature, dated February 23, 2018, on the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2018 Certifications and Assurances for the Federal Transit Administration Programs.

BACKGROUND:

Since 1996, the list of Certifications and Assurances for FTA must be filed electronically prior to the filing of the Grant Application. In 1998, the FTA instituted the requirement that all Grant Applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Fixing America's Surface Transportation (FAST), Escambia County will receive an approximately $3,000,000 apportionment in Fiscal Year 2018 Federal Funding for Mass Transit. The Chairman and the County Attorney must obtain passwords and PIN codes through the Transit Award Management System (TrAMS), the new FTA Electronic Award System which was released in February 2016.

BUDGETARY IMPACT:

Annual Certifications and Assurances are mandatory to any agency applying for Federal and State funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed the Certifications and Assurances on February 23, 2018.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will continue to coordinate with the FTA and FDOT on all matters regarding these Certifications and Assurances.

Attachments

Certs and Assurances

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs. FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative:

- *All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- *If your Applicant requests or intends to request more than $100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- *Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third

Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one (21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,*
- *Previous enabling legislation that remains in effect, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

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CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

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01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
    a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
    b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
    c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
    d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
    e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
    f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
    g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq*.,
    h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*.,
    i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
    j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
    k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

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a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
   (1) It implements its Award,
   (2) It undertakes property acquisitions, and
   (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
c. It will promptly take the necessary actions to carry out this assurance, including the following:
   (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
   (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
   (1) While the property is used for the purpose that the federal assistance is extended, or
   (2) While the property is used for another purpose involving the provision of similar services or benefits.
e. The United States has a right to seek judicial enforcement of any matter arising under:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, or
   (3) This assurance.
f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, and
   (3) Federal transit law, 49 U.S.C. § 5332.
g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
   (1) Subrecipient,
   (2) Transferee,
   (3) Third Party Contractor or Subcontractor at any tier,
   (4) Successor in Interest,
   (5) Lessee, or
   (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,
(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal assistance is provided for its Award,
(2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.
b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply with:
a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, particularly 2 CFR §200.317-26 "Procurement Standards;
b. Federal laws, regulations, and requirements applicable to FTA procurements; and
c. The latest edition of FTA Circular 4220.1 and other applicable federal guidance.

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01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
      (a) Debarred,
      (b) Suspended,
      (c) Proposed for debarment,
      (d) Declared ineligible,
      (e) Voluntarily excluded, or
      (f) Disqualified.
   (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
      (a) 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,
      (b) Violation of any federal or state antitrust statute, or
      (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
   (3) It is 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 listed in the preceding subsection b(2) of this Certification.
   (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
   (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
   (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      (a) Equals or exceeds $25,000,
      (b) Is for audit services, or
      (c) Requires the consent of a federal official.
   (7) It will require that each covered lower tier contractor and subcontractor:
      (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
      (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

1 Debarred from participation in any federally assisted Award,
2 Suspended from participation in any federally assisted Award,
3 Proposed for debarment from participation in any federally assisted Award,
4 Declared ineligible to participate in any federally assisted Award,
5 Voluntarily excluded from participation in any federally assisted Award, or
6 Disqualified from participation in any federally assisted Award.

c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities*. On behalf of your Applicant, you assure that:
   a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
      (1) The legal authority to apply for federal assistance,
      (2) The institutional capability,
      (3) The managerial capability, and
      (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
   b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

(1) FTA,
(2) The Comptroller General of the United States, and
(3) The State, through an appropriate authorized representative.

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
(1) A personal or organizational conflict of interest or personal gain, or
(2) An appearance of a personal or organizational conflict of interest or personal gain.

2. *Specifics of the Award*. On behalf of your Applicant, you assure that:
a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
b. For FTA assisted construction Awards:
(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
(2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
(3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
(4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
(5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
(a) Disposing of the underlying real property or other interest in the site and facilities,
(b) Modifying the use of the underlying real property or other interest in the site and facilities, or
(c) Changing the terms of the underlying real property title or other interest in the site and facilities.
c. It will furnish progress reports and other information as FTA or the state may require.

3. *Statutory and Regulatory Requirements*. On behalf of your Applicant, you assure that:
a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
(1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
(2) The prohibitions against discrimination based on sex, as provided in:
(a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.

(3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
(4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
(5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq*.
(7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq*.
(8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq*.
(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
(10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.,
(11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq*., and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
   (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
   (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
      (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq*., as specified by 42 U.S.C. §§ 4630 and 4655, and
      (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.
   (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
      (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
      (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
         1 Displaced families or individuals, and
         2 Displaced corporations, associations, or partnerships.

(c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
   1 Displaced families and individuals, and
   2 Displaced corporations, associations, or partnerships.

(d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.

(e) It will do the following:
   1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
   2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

(f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.

(h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
   (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq*., and
   (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
   (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
   (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
   (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq*.

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

(l) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
(4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
(7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as "Section 4f").
(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
(11) Complying with and facilitating compliance with:
    (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
    (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
    (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.

g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
    (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
    (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.
h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
   (1) Participating in the federal flood insurance program, and
   (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

j. It will comply with:
   (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
   (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

k. It will perform the financial and compliance audits as required by the:
   (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq*.,
   (2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
   (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

l. It will comply with all other federal laws, regulations, and requirements that apply.

m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding $100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR § 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and

(2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and

b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
   (1) The Applicant,
   (2) Its Principals, and
   (3) Its Subrecipients at the first tier.

2. To the best of your knowledge and belief:
   a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
      (1) An officer or employee of any federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance.
   c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
      (1) Each third party contract,
      (2) Each third party subcontract,
      (3) Each subagreement, and
      (4) Each third party agreement.
3. Your Applicant understands that:
   a. This Certification is a material representation of fact that the Federal Government relies on, and
   b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
      (1) Federal grant or cooperative agreement, or
      (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
    a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
    b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
    c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
    a. It acquires the property or an interest in the property of a private provider of public transportation, or
    b. It operates public transportation equipment or facilities:
        (1) In competition with transportation service provided by an existing public transportation operator, or
        (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
   a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. §§ 133 or 142, or
      (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   b. FTA's charter service restrictions extend to:
      (1) Your Applicant, when it receives federal assistance appropriated or made available for:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
      (2) Any Third Party Participant that receives federal assistance derived from:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. §§ 133 or 142, or
         (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
   c. A Third Party Participant includes any:
      (1) Subrecipient at any tier,
      (2) Lessee,
      (3) Third Party Contractor or Subcontractor at any tier, and
      (4) Other Third Party Participant in its Award.
   d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
      (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
      (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
      (3) Any other federal Charter Service regulations, or
      (4) Federal guidance, except as FTA determines otherwise in writing.
   e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
   f. You and your Applicant agree that:
      (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA's Charter Service regulations by:
         (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

(b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.

(2) These corrective measures and remedies may include:
(a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
(b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
   b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
   c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. §§ 133 or 142, or
   c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
   a. Your Applicant, when it receives federal assistance appropriated or made available for:

(1) Federal transit laws, 49 U.S.C. chapter 53,
(2) 23 U.S.C. §§ 133 or 142, or
(3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.

b. Any Third Party Participant that receives federal assistance derived from:
(1) Federal transit laws, 49 U.S.C. chapter 53,
(2) 23 U.S.C. §§ 133 or 142, or
(3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.

3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
   c. Any other federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
   a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. § 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
   a. That new bus or new bus model has been tested at FTA's bus testing facility, and
   b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 07. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
   a. It is eligible to receive federal assistance for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
   a. The Urbanized Area Formula Grants Program,
   b. A Full Funding Grant Agreement,
   c. An Early Systems Work Agreement,
   d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
   e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
   f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act. If your

Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

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1. The Applicant will comply with FTA regulations, "State Safety Oversight," 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

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Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
      (1) Any senior,
      (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq*., and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*..
   e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
      (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).
   g. As required by 49 U.S.C. § 5307(d):
      (1) It has or will have the amount of funds required for the non-federal share,
      (2) It will provide the non-federal share from sources approved by FTA, and
      (3) It will provide the non-federal share when needed.
   h. It will comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

(2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
   a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
   d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
   e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
   f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
      (1) The statewide transportation improvement program, and
      (2) To the extent applicable, a metropolitan transportation improvement program.
   g. With respect to the non-federal share:
      (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
      (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
      (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
   h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
      (1) The Recipient possessing the facility or equipment consents to the transfer, and
      (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

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If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
    a. Any senior,
    b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
    c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq*., and
    d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*..
5. When carrying out a procurement under this Program, it will comply with:
    a. The applicable general provisions of 49 U.S.C. § 5323, and
    b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
    a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
    b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
    c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
    d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
    e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
g. It has made or will make the final list of Projects for which an Award is sought available to the public.

7. With respect to the non-federal share:
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
8. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq*., and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*..
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation.
10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
   b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq*., and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*..
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each Subrecipient is:
      (1) A private nonprofit organization, or
      (2) A state or local governmental authority that:
         (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
   b. Your Applicant will comply with the following selection and planning requirements:
      (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated.
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors,
         (b) Individuals with disabilities,
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and
         (e) Other members of the public.
      (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
      (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services.
   c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
   d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
      (1) The Recipient possessing the facility or equipment consents to the transfer, and
      (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
   e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
   a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
   c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
   d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
      (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
   e. With respect to the non-federal share:
      (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
      (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
      (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
   f. It has complied or will comply and will require each Subrecipient to comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
      (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the
Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
    a. The statewide transportation improvement program, and
    b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
    a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
    b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities.
   b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
      (2) The state's intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:
1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

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FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
    a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
    b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
    c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
    a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
    b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
    c. Category 05 (Demand Responsive Service),
    d. Category 06 (Intelligent Transportation Systems),
    e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
    f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and
   b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
      (1) Any federal assistance,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
   a. States With a Certified Program. Your Applicant agrees that FTA regulations, "State Safety Oversight," 49 CFR part 674, will apply;
   b. States Without a Certified Program. Your Applicant agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:
1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq*., and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq*..
e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
   (1) The applicable provisions of 49 U.S.C. § 5323, and
   (2) The applicable provisions of 49 U.S.C. § 5325.
f. It has complied with or will comply with 49 U.S.C. § 5307(b).
g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.
h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq*., the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610,
   b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
   c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
   d. Federal guidance pertaining to the SIB Program,
   e. The SIB Cooperative Agreement establishing the state's SIB Program,
   f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
(1) Any senior,
(2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
(3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
(4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*.

e. When carrying out a procurement under a SIB-financed Award, it will comply with:
(1) The applicable general provisions of 49 U.S.C. § 5323, and
(2) The applicable third party contract provisions of 49 U.S.C. § 5325.

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. It has or will have or provide:
(1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
(2) The non-federal share from sources approved by FTA, and
(3) The non-federal share when needed.

h. It will comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.

5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
a. It is eligible to receive federal assistance for those expenses, and
b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.

6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Escambia County Board of County Commissioners

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. ✓

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Private Sector Protections.	
04.	Rolling Stock Reviews and Bus Testing.	
05.	Demand Responsive Service.	
06.	Intelligent Transportation Systems.	
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	
09.	Alcohol and Controlled Substances Testing.	
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	
11.	State of Good Repair Program.	
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	
15.	Rural Areas and Appalachian Development Programs.	
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	
17.	State Safety Oversight Grant Program.	
18.	Public Transportation Emergency Relief Program.	
19.	Expedited Project Delivery Pilot Program.	
20.	Infrastructure Finance Programs.	
21.	Construction Hiring Preferences.	

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: Escambia County Board of County Commissioners

Name and Relationship of the Authorized Representative: Jeff Bergosh, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Jeff Bergosh, Chairman
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County Board of County Commissioners

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Kristin Hual
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/23/18

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13754 **County Administrator's Report** **11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018

Issue: Community Redevelopment Agency Meeting Minutes, February 15, 2018
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 15, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On March 15, 2018, 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_February152018

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 15, 2018
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
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
	Jeff Bergosh, Commissioner, District 1
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Agenda Program Coordinator

Call to Order: **9:04 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, February 15, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 15, 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 634 Lakewood Road - Tonya Gant, Neighborhood & Human Services Department Director

That the Board rescind, due to the owner's request to terminate the Funding and Lien Agreements, the following Board's action of August 17, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 634 Lakewood Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Christine L. Yerkes, owner of residential property located at 634 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, to install a new roof; 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 5 Steven Barry

Vote: 5 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans, and John E. Evans, owners of residential property located at 2606 North Z Street, Englewood Redevelopment District, each in the amount of $5,528, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace roof and install storm shutters;

2. The Agreements between Escambia County CRA and Terri Stine, owner of residential property located at 12 Nimitz Court, Barrancas Redevelopment District, each in the amount of $5,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Kenneth R. and Bonnie B. Wooton, owners of residential property located at 2255 Berg Street, Atwood Redevelopment District, each in the amount of $5,214, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, to replace windows, and install storm shutters;

4. The Agreements between Escambia County CRA and James C., Jr. and Catherine B. Holley, owners of residential property located at 210 Berry 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, to replace windows;

5. The Agreements between Escambia County CRA and S & J Properties of Pensacola, LLC, owners of residential property located at 24 Kincaid Street, Barrancas Redevelopment District, each in the amount of $1,775, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace sanitary sewer connection;

6. The Agreements between Escambia County CRA and Tadeusz and Donnie L Filipczak, owners of residential property located at 8392 and 8394 Carl Dean Street, Atwood Redevelopment District, each in the amount of $4,249, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, to replace roof;

7. The Agreements between Escambia County CRA and Anne B. Woody, owner of residential property located at 217 Sunset Avenue, Warrington Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace 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

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Vincent J. Distefano, Jr.,	5 Syrcle Drive	$1,425
Matthew A. and Rachel L. Harding	10 Mandalay Drive	$5,539
Jeff C. Kennedy	111 Syrcle Drive	$6,000
Rhonda G. Meloy	14 Lieutenant Street	$2,565
Danny and Phyllis Rainey	203 Sunset Avenue	$1,700
Joseph R. Simpson, Jr. and Janet B. Simpson	102 Southeast Kalash Road	$1,325

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

IV. Discussion/Information Items

Adjournment: **9:06 a.m.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13797 **County Administrator's Report** **11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018
Issue: CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa and Florida Department of Education, Division of Blind Services effective July 1, 2017, through June 30, 2020, and may be renewed for an additional three-year term.

The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, individuals with barriers to employment, have access to services through the one-stop delivery system.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 requires that the Local Workforce Development Boards, with the agreement of each Chief Elected Official (the Chairman of the Board of County Commissioners), develop and enter into MOUs between the local board and the one-stop partners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU with the One-Stop Partner is made in accordance with the Workforce Innovation and Opportunity (WIOA) Public Law 113-128. Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved this request.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A Memorandum of Understanding between the local board and a one-stop partner must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, the MOU shall become effective for the expressed dates prescribed above. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa Blind Services MOU

CareerSource Escarosa
3670-2A North L St | Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

careersourceescarosa.com

Sheryl Rehberg
Executive Director

Steve Rhodes
Board Chairman

March 1, 2018

Jeff Bergosh, Chairman
Board of County Commissioners
Escambia County, Florida
221 Palafox Place
Pensacola, FL 32502

Dear Mr. Bergosh:

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 requires that local workforce development boards, with the agreement of Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) between the local board and the one-stop partners.

The attached MOU with one of our required one-stop partners is provided for signature. CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

CareerSource Escarosa will serve as the convener for WIOA partner meetings.

Sincerely,

Sheryl Rehberg
Executive Director

SR/js

Attachment

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Florida Department of Education, Division of Blind Services

IA-840

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Florida Department of Education, Division of Blind Services**, (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one- stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

The term of this MOU shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020, and may be renewed for an additional three-year term. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in

partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. DISPUTE RESOLUTION

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners it identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CED of CareerSource and the Director of the Division of Blind Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.

IF dissatisfied with the decision, the dispute may be files with the State of Florida Department of economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Division of Blind Services, Partner or impose other remedies to resolve the issue.

XIII. SIGNATURES

APPROVED BY: CareerSource Escarosa		APPROVED BY PARTNER: Florida Department of Education	
By:	Sheryl Rehberg	By:	Pam Stewart
Name:	Sheryl Rehberg	Name:	Pam Stewart
Title:	Executive Director	Title:	Commissioner of Education
Date:		Date:	2/1/18

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

2-22-18
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: Donald C Spencer by Michael Burton, Chief Deputy
Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: B. Allen-AA
Date: 03/05/2018

INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE DEPARTMENT OF EDUCATION
AND WORKFORCE ESCAROSA, INC.

I. PARTIES

This Infrastructure Funding Agreement ("IFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and is entered into by the Florida Department of Education, Division of Blind Services (hereafter referred to as the Partner) and WorkForce Escarosa, Inc. (hereafter referred to as "CareerSource").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The one-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this IFA is to describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop system. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa counties.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. INFRASTRUCTURE COST BUDGET

Refer to the Infrastructure Funding Agreement Attachment A.

IV. COST ALLOCATION METHODOLOGY

CareerSource selected Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center, as outlined in Attachment A. This was done in an effort:

a) To remedy the imbalance of non-physically represented partners, and

b) To comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

V. ALLOCATION BASIS PER COST ITEM

Refer to the Infrastructure Funding Agreement Attachment A.

VI. PARTNER CONTRIBUTION AMOUNTS

The Partner will be responsible for .2 FTE based on the Partner's benefit from and presence in the CareerSource center. This amounts to a total cost of $2,903 or the Partner. See Attachment A.

VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
   - Quarterly cost information and documentation of the actual costs,
   - Updated staffing information (per the 1st day of the 1st month of each quarter), and
   - Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, CareerSource will:
   - Compare budgeted costs to actual costs,
   - Update the allocation bases, and
   - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.
5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.
6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner

Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

IX. DISPUTE AND IMPASSE RESOLUTION

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

X. MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

XI. EFFECTIVE PERIOD

This IFA is entered into on the date executed by all parties. The term of this IFA shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020.

XII. PAYMENT METHODOLOGY

Career Source shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

SIGNATURES

[WorkForce Escarosa, Inc D/B/A CareerSource Escarosa]:

Sheryl Rehberg
Signature

Sheryl Rehberg, Executive Director
Printed Name

1/22/2018
Date

Department of Education (Partners):

Pam Stewart
Signature

Pam Stewart, Commissioner of Education
Printed Name

2/1/18
Date

[Santa Rosa County Board of Commissioners]:

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

[CareerSource]:

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers

By: _____
Deputy Clerk

WorkForce Escarosa 1A-840, Attachment A

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

ONE-STOP OPERATING BUDGET

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.

FTE Estimate	64.55	29.00	3.00	1.00	3.25	-	12.50	1.00	8.00	3.00	2.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
FTE Percentage	55.07%	44.9%	4.6%	1.5%	5.0%	0.0%	19.4%	1.5%	12.4%	4.6%	3.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
Infrastructure Costs	Annual Budget	WIOA Adult	WIOA DisWkr	WIOA Youth	SNAP	UC services	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Copier Costs	6,570	2,952	305	102	331	-	1,272	102	814	305	204	20	20	20	20	20	20	20	20	20
Equipment Rental	21,138	9,497	982	327	1,064	-	4,093	327	2,620	982	655	65	65	65	65	65	65	65	65	65
Insurance	18,036	8,103	838	279	908	-	3,493	279	2,235	838	559	56	56	56	56	56	56	56	56	56
Network/Technology	213,775	96,041	9,935	3,312	10,763	-	41,397	3,312	26,494	9,935	6,624	662	662	662	662	662	662	662	662	662
Phones/Internet	50,374	22,631	2,341	780	2,536	-	9,755	780	6,243	2,341	1,561	156	156	156	156	156	156	156	156	156
Rent/Utilities	519,564	233,421	24,147	8,049	26,159	-	100,613	8,049	64,392	24,147	16,098	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610
Repairs/Maintenance	43,938	19,740	2,042	681	2,212	-	8,509	681	5,445	2,042	1,361	136	136	136	136	136	136	136	136	136
Supplies	63,700	28,618	2,960	987	3,207	-	12,335	987	7,895	2,960	1,974	197	197	197	197	197	197	197	197	197
Subtotal	937,095	421,003	43,552	14,517	47,181	-	181,467	14,517	116,139	43,552	29,035	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903

Additional Costs	Annual Budget	WIOA Adult	WIOA DisWkr	WIOA Youth	SNAP	UC services	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Administrative	113,155	-				-														
Monitoring	106,160	19,644	2,503	31,757	-	-	24,751	-	18,002	6,751	6,752									
Management IS	55,224	10,882	1,741	22,090	-	-	-	-	11,045	4,733	4,733									
Program Management	223,745	70,458	18,080	14,352	-	-	79,055	-	23,888	8,951	8,951									
Eligibility	17,480	-	-	17,480	-	-	-	-	-	-	-									
Other One Stop Costs	876,634	445,447	26,553	50,552	6,103	-	304,373	-	22,630	-	20,976									
WIOA Direct Services	393,262	306,918	86,344	-	-	-	-	-	-	-	-									
Direct Client Support	803,600	710,000	56,000	-	-	-	37,600	-	-	-	-									
Other Projects	613,802	563,772	-	50,030	-	-	-	-	-	-	-									
Program Services	873,875	-	-	81,098	158,930	21,031	549,051	63,765	-	-	-									
Service Provider Contracts	930,000	-	-	930,000	-	-	-	-	-	-	-									
DEO Staff Support	677,641							-	417,454	117,785	142,402									
Subtotal	5,684,578	2,123,131	191,221	1,197,359	165,033	21,031	994,830	63,765	493,019	138,220	183,814	-	-	-	-	-	-	-	-	-

TOTAL	6,621,673	2,544,134	234,773	1,211,876	212,214	21,031	1,176,297	78,282	609,158	181,772	212,849	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13795 **County Administrator's Report** **11. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018

Issue: Letters of Support - Transportation Improvements in Vicinity of New Beulah Middle School
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Letters of Support for Transportation Improvements in the Vicinity of the New Beulah Middle School on State Road 10 (Nine Mile Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the Chairman to sign a Letter of Support for a new traffic signal installation at the Nine Mile Road and Rebel Road Intersection; and

B. Authorize the Chairman to sign a Letter of Support for a pedestrian / school zone crossing for the new Beulah Middle School and for a full median access for the intersection of Allegheny Avenue and the entrance of the new Beulah Middle School on Nine Mile Road.

BACKGROUND:

Attached are two Letters of Support for the following transportation improvements requested to be installed in the vicinity of the new Beulah Middle School:

Traffic Signal Installation at SR 10 (Nine Mile Road) and Rebel Road Intersection

With the ongoing growth in the greater Beulah community, the potential build-out of the Navy Outlying Field - 8, the expansion efforts of Navy Federal, the upcoming opening of the Beulah Middle School, the future planned growth in the area, and the desire of the general public, the installation of a new traffic signal at the intersection of Nine Mile Road and Rebel Road is recommended by Florida Department of Transportation (FDOT).

FDOT held a public meeting at Smyrna Baptist Church on Tuesday, February 20, 2018, for the Nine Mile Road multi-lane reconstruction project proposed from CR

99 (Beulah Road) to US 90 (Mobile Highway), and due to tremendous public comment and feedback, FDOT has recently begun a signal warrant study for the Nine Mile Road/Rebel Road intersection. The signal warrant study results should be completed and available for public viewing within the next couple of months.

Nine Mile Road is a 2-lane, undivided, minor arterial roadway that serves as an important regional transportation corridor for Northwest Florida, and Rebel Road is a 2-lane, local roadway that serves as a pivotal connector to other vital transportation facilities within the vicinity (Mobile Highway to the south and Frank Reeder Road to the north).

Signalizing the intersection of Nine Mile Road and Rebel Road will not only provide multiple benefits to the traveling public in the region, it will also serve as a pedestrian amenity as it would provide a controlled pedestrian pathway for those attempting to cross either roadway.

Pedestrian / School Zone Crossing for the New Beulah Middle School and Full Median Access for the Intersection of Allegheny Avenue and the Entrance of the New Beulah Middle School on Nine Mile Road

As previously mentioned regarding the public comments that were received at the FDOT Public Meeting for the Nine Mile Road multi-lane reconstruction project in favor of a new traffic signal installation in the vicinity, there were also numerous public comments requesting a safe pedestrian pathway for the students to utilize to access the new Beulah Middle School.

The BCC requests that the pedestrian / school zone crossing at the intersection of Allegheny Avenue and the new entrance for Beulah Middle School emulate the configuration at the entrance of the Bellview Middle School located on SR 10A (Mobile Highway) which allows full vehicular access and provides for full median access at the intersection, and desires this to be incorporated into the current design plans for the project.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the letters and signatures of the Chairman, county staff will transmit the letters to FDOT for consideration.

Attachments

Ltr of Support_Allegheny
Ltr of Support_SR10 at Rebel
Ltr of Support School_Allegheny
Ltr of Support_School_SR10 and Rebel

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

March 15, 2018

Mr. Phillip Gainer, P.E.
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428

Re: Pedestrian / School Zone Crossing for the new Beulah Middle School & Full Median Access for the Intersection of Allegheny Avenue and the entrance of the new Beulah Middle School on SR10 (Nine Mile Road)

Dear Secretary Gainer,

The Escambia County Board of County Commissioners at its Thursday, March 15, 2018 regular meeting approved this letter supporting the following two transportation improvements on Nine Mile Road at the intersection of Allegheny Avenue and the new entrance for Beulah Middle School.

With the ongoing growth in the Greater Beulah community, the potential build-out of the Navy Outlying Field - 8, the expansion efforts of Navy Federal, the upcoming opening of the Beulah Middle School, the future planned growth in the area, and the public comment received at the previously held FDOT Public Meeting at Smyrna Baptist Church on Tuesday, February 20, 2018 for the Nine Mile Road multi-lane reconstruction project proposed from CR99 (Beulah Road) to SR10A (Mobile Highway), the Board supports and requests that FDOT install a new pedestrian / school zone crossing at the intersection of Allegheny Avenue and the new entrance for Beulah Middle School while retaining full vehicular access, and provide for a full median access at such intersection into the current design plans for the aforementioned multi-lane reconstruction project.

The Board requests that the pedestrian / school zone crossing emulate the similar configuration at the entrance of the Bellview Middle School located on SR10A (Mobile Hwy.).

We appreciate all the support that the County receives from the Department and look forward to the Department's response.

Sincerely,

Commissioner Jeff Bergosh, Chairman
Escambia County Board of County Commissioners

c: Jack Brown, Escambia County Administrator
Joy Blackmon, P.E., Director, Public Works
Joy Jones, P.E., Assistant County Engineer
Colby Brown, P.E., Deputy Director, Public Works
David Forte, Division Manager, Escambia County Public Works
Bryant Paulk, Urban Liaison, FDOT Milton Operations

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

March 15, 2018

Mr. Phillip Gainer, P.E.
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428

Re: Traffic Signal Installation at SR10 (Nine Mile Road) and Rebel Road Intersection

Secretary Gainer,

The Escambia County Board of County Commissioners at its Thursday, March 15, 2018 regular meeting approved this letter supporting the installation of a new traffic signal at the intersection of Nine Mile Road and Rebel Road.

With the ongoing growth in the Greater Beulah community, the potential build-out of the Navy Outlying Field - 8, the expansion efforts of Navy Federal, the upcoming opening of the Beulah Middle School, the future planned growth in the area, and the desire of the general public, the Board supports and requests that the Department install a new traffic signal at the intersection of Nine Mile Road and Rebel Road.

It is the County's understanding that the Department has recently begun a signal warrant study for the aforementioned intersection following the tremendous public comment and feedback at the previously held FDOT Public Meeting at Smyrna Baptist Church on Tuesday, February 20, 2018 for the Nine Mile Road multi-lane reconstruction project proposed from CR99 (Beulah Road) to US90 (Mobile Hwy.). It is also the County's understanding that the signal warrant study results should be completed and available for public viewing within the next couple months. The Board appreciates the Department's decision to initiate a signal warrant study for the intersection in response to the public concern, and the Department's willingness to produce a study report in short order.

Nine Mile Road is a 2-lane undivided minor arterial roadway that serves as an important regional transportation corridor for Northwest Florida, and Rebel Road is a 2-lane local roadway that serves as a pivotal connector to other vital transportation facilities within the vicinity (Mobile Highway to the south and Frank Reeder Road to the north).

Signalizing the intersection of Nine Mile Road and Rebel Road will not only provide multiple benefits to the traveling public in the region, it will also serve as a pedestrian amenity as it would provide a controlled pedestrian pathway for those pedestrians attempting to cross either roadway.

We appreciate all the support that the County receives from the Department and look forward to the Department's response.

Sincerely,

Commissioner Jeff Bergosh, Chairman
Escambia County Board of County Commissioners

c: Jack Brown, Escambia County Administrator
Joy Blackmon, P.E., Director, Public Works
Joy Jones, P.E., Assistant County Engineer
Colby Brown, P.E., Deputy Director, Public Works
David Forte, Division Manager, Escambia County Public Works
Bryant Paulk, Urban Liaison, FDOT Milton Operations

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD, PENSACOLA, FL 32505
PHONE 850/432-6121, FAX 850/469-6379
www.escambia.k12.fl.us
MALCOLM THOMAS, SUPERINTENDENT

March 5, 2018

Mr. Phillip Gainer, P.E.
District Secretary, FDOT, District 3
1074 Highway 90
Chipley, FL 32428

Dear Secretary Gainer,

We have been monitoring the planning and progress of work on SR-10 (Nine Mile Road) in the vicinity of Escambia County School District's new Beulah Middle School for some time. Additionally, we have noted with particular interest the recent public input meeting discussion that called for full median access to SR-10 and a pedestrian/school zone crossing at that location.

Please accept this letter acknowledging full support for the provision of full median access at the intersection of Allegheny Avenue and the entrance to the new Beulah Middle School while retaining full vehicular access to SR-10, and for a new pedestrian/school zone crossing at the intersection.

There is growing concern that the rapid commercial and residential growth in the area will quickly render the current proposed design for this portion of the SR-10 multi-lane reconstruction project unsafe. Therefore, we request the designed be reconsidered and redesigned to account for this emerging growth. Since the school will not open until August 2018, please bear in mind that any studies you conduct relative to this proposal between now and then will not reflect the volume and flow of traffic the area will see once the school opens and other growth and expansion occurs.

This is a very important safety issue for the students and families in the area and the transiting public in general.

If you have any questions or require any additional information, please contact our office at 850-469-6130.

Sincerely,

Malcolm Thomas

Malcolm Thomas

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD, PENSACOLA, FL 32505
PHONE 850/432-6121, FAX 850/469-6379
www.escambia.k12.fl.us
MALCOLM THOMAS, SUPERINTENDENT

March 1, 2018

Mr. Dallas C. Boyd, P.E.
FDOT, District 3
1074 Highway 90
Chipley, FL 32428

Dear Mr. Boyd,

We have been monitoring the planning and progress of work on SR-10 (Nine Mile Road) in the vicinity of the Escambia County School District's new Beulah Middle School for some time. Additionally, we have also noted with particular interest the recent public input meeting discussion that called for a traffic signal at the intersection of SR-10 and Rebel Road.

Please accept this letter acknowledging full support for the addition of the traffic signal at SR-10 and Rebel Road as there is concern that the volume of traffic that will attempt to enter and depart the school campus will create a long queue of vehicles unless the eastbound traffic is held in order to permit the entry of westbound vehicles to the campus and the release of vehicles from the campus.

It will not take long before parents with children in their cars take dangerous chances with traffic that will result in accidents at the entrance of the school. Since the school will not open until August 2018, please bear in mind that any studies you conduct relative to the traffic signal between now and then will not reflect the volume of traffic the area will see once the school opens. Studies should also consider the meteoric growth in the area that will quickly overwhelm the ability of the intersection to meter the additional traffic without a signal. This is a very important safety issue for the students and families in the area and the transiting public in general.

If you have any questions or require any additional information please contact our office at 850-469-6130.

Sincerely,

Malcolm Thomas

Malcolm Thomas

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13784 **County Administrator's Report** **11. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the five Request for Disposition of Property Forms for the Public Works Department, listing ten items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

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 Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Request Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Thomas L. Cowan DATE: 01/24/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Thomas L Cowan Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	51966	HP LazerJet Printer	CNB4816280	4300		POOR

Disposal Comments: BEYOND REPAIR

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): 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

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: ROAD DEPARTMENT COST CENTER NO: 210402

Maribelle Van Brussel DATE: 2/1/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle Van Brussel Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	43045	42" EXCAVATOR RAKE	N/A	E-70B	1995	POOR
	43053	48" EXCAVATOR RAKE	N/A	120	1995	POOR
	51768	NEW HOLLAND TRACTOR	194015B101209	TB100	2003	POOR
	52539	NEW HOLLAND TRACTOR	B60012M	TB100	2003	POOR
	51448	CONTAINER	679060			

Disposal Comments: very bad condition ..... needs to be auctioned

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: 2/16/18

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

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: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 2/9/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-932-4935

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	44147	BUS TROLLEY	4UZZ69M2XT2308318	FREIGHTLINER	1996	POOR

Disposal Comments: PREVIOUSLY REINSTATED AND NOW TO BE AUCTIONED

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: 2/9/18

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

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: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 2/9/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-932-4935

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	44030	BUS TROLLEY	4UZABFADITC742960	FREIGHTLINER	1996	POOR
	44031	BUS TROLLEY	4UZABFADITC742961	FREIGHTLINE	1996	POOR

Disposal Comments: PREVIOUSLY REINSTATED AND NOW TO BE AUCTIONED

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: 2/9/18

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

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: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 2/9/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-932-4935

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	44146	BUS TROLLEY	4UZZ69M2XT2308013	FREIGHTLINER	1996	POOR

Disposal Comments: PREVIOUSLY REINSTATED AND NOW TO BE AUCTIONED

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: 2/9/18

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

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-13786 **County Administrator's Report** **11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/15/2018
Issue: CareerSource Escarosa Local Four Year Plan Modification
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Local Four Year Plan Modification - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa Local Four Year Plan Modification. The plan addresses how the Local Workforce Development Board (LWDB) coordinates service delivery with core programs of the Division of Vocational Rehabilitation and the Division of Career and Adult Education. The plan is based on current and projected needs of the workforce investment system, must identify the education and skill needs of the workforce and the employment needs of the local area.

Regulations require LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the local area.

The plan must address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) emphasizes coordination and partnerships with various agencies to include Vocational Rehabilitation and Adult Education. WIOA also continues to tie workforce initiatives to economic development, demand occupations, and industry sectors.

In 2018, CareerSource Florida and the Florida Department of Economic Opportunity (DEO) issued instructions to Local Workforce Development Boards regarding modifications to the local four-year plans.

The local plan should align with CareerSource Florida's business and market-driven principles to be the global leader for talent. The principles include: Increasing the prosperity of workers and employers; reducing welfare dependency; meeting employer needs; and enhancing productivity and competitiveness.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Local Four Year Plan modification is made in accordance with the Workforce Innovation and Opportunity Act (WIOA) requirements. Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved this request.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This plan must be submitted and approved by with the local chief elected official for Escambia County which is the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in the submission of this request.

Attachments

Four Year Plan

Four Year Plan Attachments

Public comments

CareerSource Escarosa
3670-2A North L St | Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

careersourceescarosa.com

Sheryl Rehberg
Executive Director

Steve Rhodes
Board Chairman

February 15, 2018

Jack R. Brown, County Administrator
Board of County Commissioners
Escambia County, Florida
221 Palafox Street, Suite 420
Pensacola, FL 32502

Dear Mr. Brown:

In July of 2014, President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA), which emphasizes coordination and partnerships with various agencies to include Vocational Rehabilitation and Adult Education. WIOA also continues to tie workforce initiatives to economic development, demand occupations, and industry sectors.

In January, 2018, CareerSource Florida and the Florida Department of Economic Opportunity (DEO) issued instructions to Local Workforce Development Boards regarding modifications to the local four-year plans. Attached for your review and comment is a working draft of the plan. A draft of the plan will be made available to the public, for a thirty-day public comment period, beginning February 16, 2018, with the comment period closing on March 18, 2018.

To insure inclusion of our Chief Elected Officials in the process, this draft is provided for you and your Board of County Commissioners' review. Any comments or questions are welcome, and should be directed to the Executive Director at rehberg@careersourceescarosa.com.

CareerSource Escarosa looks forward to presenting the final plan to the Escambia County Board of County Commissioners for approval upon completion of the thirty-day comment period. The final plan is due into the state on March 29, 2018.

Best Regards,

Steve Rhodes
Steve Rhodes, Chairman

SR/js

Attachment

cc: Jeff Bergosh, Chairman
Board of County Commissioners
Escambia County, Florida

CareerSource Escarosa

Local Workforce Development Area I

Tel 850-473-0903
Fax 850-473-0935

3670 North "L" Street, 2nd Floor
Pensacola, FL 32505

www.careersourceescarosa.com
srehberg@careersourceescarosa.com

Date Submitted: XXXXXXXXX

Plan Contact: Sheryl Rehberg, Executive Director

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INTRODUCTION

These guidelines provide direction for local plans submitted under the Workforce Innovation and Opportunity Act (WIOA). WIOA requires each local workforce development board (LWDB) to develop and deliver to the state a comprehensive two-year modification to their four-year plan. These plans must be submitted in partnership with the local chief elected official. Regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state (20 CFR, Unified and Combined Plans Under Title I of the Workforce Innovation and Opportunity Act, §676.135).

The law emphasizes the importance of collaboration and transparency in the development and submission of local plans. Affected entities and the public must have an opportunity to provide input in the development of the plan. Local boards must make the plan available electronically and in open meetings to ensure transparency to the public.

LWDBs must provide leadership and should seek broad stakeholder involvement in the development of their local plan. Local elected officials, local workforce development board members, core program partners and mandatory one-stop partners are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. Each plan addresses how the LWDB coordinates service delivery with core programs of the Division of Vocational Rehabilitation, the Division of Blind Services and the Division of Career and Adult Education.

Each plan is based on current and projected needs of the workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities. The plan must identify the education and skill needs of the workforce and the employment needs of the local area. Plans must include an analysis of the strengths and weaknesses of services provided to address identified needs. The assessment must include the best available information, evidence of effectiveness, and performance information for specific service models and a plan to improve program effectiveness by adopting proven or promising practices as a part of the local vision. LWDBs provide a comprehensive view of the system-wide needs of the local workforce development area.

Local plans must address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. Services described in local plans must lead to greater efficiencies, reduce duplication, and maximize financial and human resources. These plan

guidelines require LWDBs to address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce system and its focus on customer service excellence.

Local plans should align with CareerSource Florida's business and market-driven principles to be the global leader for talent. These principles include:

- Increasing the prosperity of workers and employers
- Reducing welfare dependency
- Meeting employer needs
- Enhancing productivity and competitiveness

PROCESS FOR PLAN SUBMITTAL

CareerSource Florida, Inc., established a form entitled "WIOA Local Plan Submission Form." The form will be used to submit the two-year modification of the local plan, required attachments, and contact information for primary and secondary points of contact for each LWDB. All two-year modifications for local plans must be submitted no later than 5:00 p.m. (EST) on Thursday, March 29, 2018.

Prior to plan submission, please ensure:

- **The local board reviewed and approved the plan;**
- **The board chair and the chief elected official signed the appropriate document, with an original submitted to CareerSource Florida by mail to *WIOA Plans c/o Warren Davis, Policy Analyst, 2308 Killearn Center Blvd. Suite 101, Tallahassee, FL 32317.* Please also send a scanned copy to FloridaWIOA@careersourceflorida.com. This email address can also be used to submit any questions pertaining to the two-year modification process;**
- **The structure and numbering follows the plan instructions format (beginning with Section I of these instructions);**
- **The plan is one continuous and searchable PDF document including all attachments;**
- **Responses to all questions are informative and concise;**
- **The name of the local area, the page number and plan submission date are listed in the footer of the document;**
- **A table of contents with page numbers is included and each page of the plan is numbered; and,**
- **Text is typed with a font size of 11 or greater.**

Please email FloridaWIOA@careersourceflorida.com and confirm plan submission. This begins the plan's official review by the Department of Economic Opportunity (DEO). Upon submission, all plans are reviewed for completeness and adherence to plan formatting requirements. If there are questions or

concerns local boards are notified. The content of plans is reviewed by both DEO and CSF staff with a recommendation for approval or disapproval provided to the CSF Board of Directors at its meeting scheduled for May 16, 2018.

A recommendation for approval is made unless the staff review indicates: (1) there are deficiencies in local workforce investment activities that are not addressed, or (2) the plan is inconsistent with WIOA and its regulations, including required public comment provisions. It is recognized that this two-year modification will include strategies and activities that are fully completed, as well as some that are still being developed and implemented.

KEY DATES

Local Plan Guidelines Issued ..... January 3, 2018

WIOA Statewide Unified Plan Two-Year Modification Due ..... March 29, 2018

Local Plans Due ..... March 29, 2018

Local Plans Approved ..... May 16, 2018

WIOA Program Year 2018 Begins ..... July 1, 2018

FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The implementation of WIOA ensures Florida has a business-led, market-responsive, results-oriented, and integrated workforce development system. The system fosters customer service excellence, ensures continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida's workforce.

Florida's strategic vision for WIOA implementation is realized by accomplishing these three goals:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and

support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.

- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.

- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing and post-secondary education opportunities.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s) (CEO)

A. Identify the chief elected official(s) by name, title, mailing address, phone number and email address.

Escambia Board of County Commissioners
Jeff Bergosh – Chair
221 Palafox Place Suite 400
Pensacola, FL 32502
850-595-4940
District1@myescambia.com

Santa Rosa Board of County Commissioners
Robert A. "Bob" Cole – Chair
6495 Caroline Street, Suite M
Milton, FL 32570
850-983-1877
Commcole@santarosa.fl.gov

B. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official.

The Interlocal Agreement between Santa Rosa Board of County Commissioners, Escambia County Board of County Commissioners and Workforce Escarosa, Inc., (dba CareerSource Escarosa), hereinafter referred to as Escarosa, is Attachment A

C. Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board.

Please see Attachment A.

D. Describe the by-laws established by the CEO to address criteria contained in §679.310(g) of the proposed WIOA regulations:

i. The nomination process used by the CEO to elect the local board chair and local board members;

The Interlocal Agreement stipulates under Section II B) and C), the process and responsibility of each Board of County Commissioners appointments to the Board. A general purpose business organization submits nominees for private sector business appointments to the appropriate Board of County Commissioners for the county being represented. Private sector representation as stipulated in the Interlocal Agreement will be equal between both counties. Other required members such as labor, are approved by both boards of county commissioners.

ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;

Escarosa's By-Laws (Article III Section 4) stipulate Board membership and staggered terms (Attachment B). Escarosa was established in 1996 and at the initial process of implementing the organization, the terms were staggered. As the organization has been in existence for 20 years, the terms have remained staggered due to normal resignations and expirations or terms. The terms of the members are monitored by the Executive Director to insure vacancies are addressed.

iii. The process to notify the CEO of a board member vacancy ensuring a prompt nominee;

The Boards of County Commissioners are not notified of vacancies at time they occur, as they appoint the members once nominated, but normally do not participate in the nomination process. For Private Sector Business representatives, local chambers and economic development entities for the county in which the vacancy exists, are notified of vacancies so that they can reach out and recruit members for the local workforce boards (LWBs). For required partners, such as labor, education, economic development, and vocational rehabilitation, those organizations normally provide a nomination to fill a spot being vacated by their previous representative. At the time the nominees are identified by the general business entity or required partner, the

nominee(s) information is provided to the Boards of County Commissioners for their review and appointment.

iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;

Escarosa's By-Laws do not allow for proxy voting or designees. (Article II Section 5). To allow for proxy voting, the By-Laws will need to be amended. By-Laws are reviewed annually and any revisions occur at the September meeting of the Board of Directors.

v. The use of technology, such as phone and web-based meetings used to promote board member participation;

Teleconferencing and webinars are allowable and are used for LWB meetings. (Article II Section 6 – Escarosa By-Laws) Meetings of the Board are announced electronically and all Board materials are posted to Escarosa's website. In addition, a legal ad is placed in the Pensacola News Journal to direct the public to the website and to notify the public of the physical location of the meeting.

vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

Escarosa's Board of Directors is actively involved in brokering relations and support for Escarosa's workforce development activities. The Chair, Steve Rhodes, is an active member of the State's Workforce Development Chair's Association; sits on various community councils and partnerships and other boards, and promotes Escarosa and its services via these activities. The Chair and Vice Chair encourage interaction of all Board members and involve Board members in Committees of the Board and ensure Chairs of all Committees are Board members. The Escarosa By-Laws stipulate attendance and members can be removed for unexcused absences from the meetings.

vii. Any other conditions governing appointments or membership on the local board.

As previously stated, for required partners/members – organizations that represent that specific partner/member are notified of vacancies and identify potential members for appointment. When the nominees are received, Escarosa provides those nominations, along with candidate questionnaires, to County Boards of Commissioners for review and appointment.

Provide a description of how the CEO is involved in the development, review and approval of the local plan and its two-year modification.

The Chief Elected Officials and their representatives were notified of the plan process and provided updates along with the Board members. A draft of the plan was posted to Escarosa website on February 15th and a notice sent to interested parties, partners, CEOs and Board members for review and input; the period of time for public comments began on February 16th, and ended on March 18th. Any comments received from the draft were reviewed and incorporated as appropriate. All public comments received are included as Attachment E.

(2) Local Workforce Development Board (LWDB)

A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

Steve Rhodes, Chair
3670 North "L" Street, 2nd Floor
Pensacola, FL 32505
850-429-2401
Skrhodes@southernco.com
Gulf Power Company

B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents.

Gretchen Clarke, Vice Chair
3670 North "L" Street, 2nd Floor
Pensacola, FL 32505
850-932-5338
Gclarke@appriver.com
AppRiver

C. Provide a description of how the LWDB was involved in the development, review, and approval of the local plan and its two-year modification.

The LWDB was notified of the Plan instructions and timeline at the December 15, 2017 Board of Director's Meeting. The LWDB members were notified via email on February 15, 2018, of the draft plan posting to our website. The members were asked to review the draft and asked to participate by offering suggestions/comments to the Executive Director so they could be included in Attachment E, Public Comments. On March 15, 2018, the draft was approved by the Board of Directors in general meeting.

(3) Local Grant Subrecipient (local fiscal agent or administrative entity)

A. Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12)(B)(1)(iii); 20 CFR 679.420

Please see Attachment A, Interlocal Agreement, Section III, D. Escarosa is designated by both Boards of County Commissioners (Escambia and Santa Rosa) as the administrative and fiscal entity for LWDA 1.

B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430

Please see Attachment A, Interlocal Agreement, Section III, D.

C. If a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, attach any agreements describing how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy 2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy.

Escarosa operates as the fiscal agent and administrative entity for the LWDB as approved in the Interlocal Agreement, and has been designated to do so since 1996. Escarosa is required to submit its annual budget to both Boards of County Commissioners as well as its fiscal audit as performed by an independent accounting firm. All monitoring reports are posted to Escarosa's website for not only their review, but also for public review. Escarosa's By-Laws (Attachment B) stipulates prohibitions of contracting with LWDB members in accordance with State policy. All financial statements are reviewed by the Executive Committee and full Board of Directors before being approved by the Board.

(4) One-Stop System

A. Provide a description of the local one-stop system (including the number, type and location of the comprehensive center(s), and other service delivery points).

The local one stop system consists of three centers. The full-service center is located in the highest populated area of Escambia County which is Pensacola. The center is located at 3670 North "L" Street in Pensacola. Santa Rosa County also has a center that provides core services such as WIOA, Welfare Transition, Wagner Peyser, SNAP, PREP and Veteran Services and is located at 5270 Highway 90 in Milton, FL. Escarosa also operates a one stop in Century which is in the northern part of Escambia County. Information on the full array of services offered by Escarosa is provided via printed materials and posted on our website for the northern part of the county.

B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

The center in Pensacola and Milton are open Monday – Friday, 7:30 a.m. to 4:30 p.m. The center in Century is open Monday - Thursday, 8:00 a.m. to 4:00 p.m.

C. Identify the entity or entities selected to operate the local one-stop center(s).

Currently Escarosa is the One Stop Operator for LWDA 1.

D. Identify the entity or entities selected to provide career services within the local one-stop system.

Currently all career services are provided by leased employees through Landrum Professional Services, and employees of the Florida DEO.

E. Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.

Universal and program-specific career services are provided by Escarosa staff leased from Landrum HR Professional, state-merit employees of DEO, with the exception of WIOA Youth Program services which are provided by contracts with local school districts and community-based organizations.

F. Pursuant to the CareerSource Florida Administrative Policy for One-Stop Certification, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

The Pensacola One Stop Center will be our comprehensive one-stop center. The Pensacola One Stop meets the requirements of the CareerSource Florida's draft policy on One Stop Career Center Certification – Comprehensive One-Stop Center Requirements.

For the past several years, Escarosa has met all performance measures and exceeds many of the measures. For FY 2014 -2015, Escarosa met 3 standards and exceeded the remaining 9 standards. Escarosa also had one of the top performances in the State regarding the Employer Retention Rate and Level 1 services provided to our business community. The performance indicators substantiate Escarosa as an effective organization in the services we deliver.

All centers are reviewed annually for physical and programmatic accessibility by our EEO Office and our internal monitors. The Pensacola center is equipped with wheelchair accessible computer desks, and monitors designed for use by the visually impaired. Information is posted on our website and all outreach materials including the notice regarding the availability of auxiliary aids and services is provided.

All staff meets the Tier I and Tier II certification requirements. In addition, staff is provided the opportunity to attend the Florida Workforce Summit, as funding permits.

The centers close once per quarter for ½ day so that cross-training and other staff training can be conducted. This supports continuous improvement within our centers

ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

A. Information on existing and emerging in-demand industry sectors and occupations; and

B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

The Bureau of Labor Market Statistics indicates that the majority of the top 15 existing demand occupations are low-skill occupations characterized by relatively low wages and high rates of worker turnover. The top five existing demand occupations are related to customer service and hospitality which cater to the region's retirees and tourists.

Specifically: Leisure and Hospitality - In November, 2017 the employment was 24,400 in this sector. The over the year change was +1300 jobs (+5.6%). The number of jobs in this sector has been trending upwards over the past 5 years.

Combined food preparation and serving workers, including fast food workers is the top existing demand occupation with a median hourly wage of $9.38. Two of the top demand occupations are the healthcare occupations registered nurses and nursing assistants, with 1,003 projected openings between 2017 and 2025.

TOP 15 EXISTING DEMAND OCCUPATIONS
(ranked by total job openings)

Workforce Development Area 1 - Escambia and Santa Rosa Counties

	Occupation		Employment		2017 - 2025			2017 Hourly Wage ($)		
Rank	Code	Title	2017	2025	Level Change	Percent Change	Total Job Openings*	Median	Entry**	Exp***
1	'353021	Combined Food Prep. and Serving Workers, Inc. Fast Food	6,541	7,605	1,064	16.3	11,438	9.38	9.15	9.91
2	'412031	Retail Salespersons	7,384	8,209	825	11.2	9,921	10.48	8.94	14.47
3	'412011	Cashiers	5,960	6,180	220	3.7	9,217	9.18	8.89	10.00
4	'353031	Waiters and Waitresses	4,742	5,160	418	8.8	7,822	9.96	9.07	14.08
5	'352014	Cooks, Restaurant	2,775	3,295	520	18.7	3,965	11.72	9.89	14.01
6	'372011	Janitors and Cleaners, Except Maids and Housekeeping	3,275	3,623	348	10.6	3,918	10.07	9.11	13.16
7	'436014	Secretaries, Except Legal, Medical, and Executive	4,147	4,457	310	7.5	3,807	14.77	10.94	17.39
8	'439061	Office Clerks, General	3,261	3,482	221	6.8	3,254	13.35	9.94	16.67
9	'435081	Stock Clerks and Order Fillers	2,862	3,052	190	6.6	3,199	11.59	9.28	14.18
10	'291141	Registered Nurses	4,888	5,516	628	12.9	2,764	27.71	21.75	31.26
11	'311014	Nursing Assistants	2,297	2,672	375	16.3	2,685	11.62	10.01	13.02
12	'351012	First-Line Superv. of Food Preparation & Serving Workers	1,948	2,241	293	15.0	2,601	15.52	12.06	20.31
13	'411011	First-Line Supervisors of Retail Sales Workers	2,525	2,698	173	6.9	2,331	19.66	13.30	27.11
14	'537062	Laborers and Freight, Stock, and Material Movers, Hand	1,936	2,079	143	7.4	2,302	11.03	9.26	14.01
15	'434171	Receptionists and Information Clerks	1,725	1,952	227	13.2	2,103	12.80	10.64	15.22

* Job openings result from economic growth and from replacement needs. For declining occupations, all job openings result from replacement needs.
** Entry Wage - The wage an entry-level worker might expect to make. It is defined as the average (mean) wage earned by the lowest third of all workers in a given occupation.
*** Experienced Wage - The wage an experienced worker might expect to make. It is defined as the average (mean) wage earned by the upper two-thirds of all workers in a given occupation.

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

Emerging Occupations: According to the Bureau of Labor Market Statistics, Emerging occupations occur in the healthcare and professional services industry sectors. Based on recent economic development trends, occupations related to advanced manufacturing/assembly, financial services, Information Technology, and skilled trades are also in the emerging category. The number of jobs in the manufacturing sector has been trending upwards over the past five years. The announcement of AIRBUS' first U.S. Final Assembly Line (FAL) in neighboring Mobile, AL has resulted in an increased interest in our region from AIRBUS suppliers and additional opportunities for existing manufacturers in aviation and related fields. In Pensacola, VTMAE will bring approximately 360 aviation related jobs between 2018 and 2020. The region's legacy employers include major manufacturing facilities from companies such as: International Paper, Armstrong World Industries, GE, Ascend Performance Materials and PALL Corporation. These facilities, and clustered industry support companies, have seen resurgence in production and are applying advanced manufacturing technologies which require upgraded skills and are providing wealth-creating jobs.

The financial services industry sector will see additional growth due to Navy Federal Credit Union's major expansion at their Pensacola location. The largest credit Union in the world, Navy Federal will employ 10,000 personnel over the next decade. Due to innovations in technology and financial service products, knowledge content for current and future financial service occupations is constantly changing and will require properly prepared employees.

Homeland Defense/Cybersecurity opportunities have increased due to an expansion at Pensacola's Department of Homeland Security operation and other companies such as AppRiver. This expansion, coupled with the presence of the U.S. Navy's Center for Information Dominance (CID) which provides multi-service training for the military's cryptologic professionals, and its related defense contract opportunities, provides enhanced opportunities for employment in a variety of Information Technology/Cybersecurity occupations.

The growth in the construction industry sector is due to some extent to activities related to the $400 million, three year, Bay Bridge construction project in Escambia and Santa Rosa counties. Additionally, an increase in construction, in both commercial and residential development, supports our region's growth.

Regional and local economic development entities have developed "target industry" attraction strategies which focus efforts on those industries which are considered best fits

for Northwest Florida. These targets were developed using research-based methods and third party consultation.

These targets include:

Advanced Manufacturing

Aviation/Aerospace

Defense/Homeland and Cybersecurity

Health Services

Information Technology and Business Process Outsourcing (BPO)

Transportation, Logistics, Distribution

LWDA1 has been involved in the strategic planning processes to develop these targets, and considers each of these as potential emerging industries which will provide additional employment opportunities and training challenges for the future.

CareerSource Escarosa's Business Services team and management meet on a regular basis with industry sector leaders, local/regional economic development boards, industry specific support organizations (i.e. Northwest Florida Manufacturer's Council, Innovation Coast, etc.) as well as public and private education providers to ensure that education and training opportunities exist and are relevant to support these economic development and emerging industry targets. The skill gap analysis study was completed by the University of West Florida and is provided as an example of the type of collaborative activity being conducted in support of our region's employers.

Top Emerging Industries

Workforce Development Area 1 - Escambia and Santa Rosa Counties

Industry		Employment		2017 - 2025 Change	
Code	Title	2017	2025	Total	Percent
6219	Other Ambulatory Health Care Services	478	618	140	29.3%
5239	Other Financial Investment Activities	178	224	46	25.8%
5417	Scientific Research and Development Services	202	253	51	25.2%
6214	Outpatient Care Centers	905	1,131	226	25.0%
7212	RV (Recreational Vehicle) Parks and Recreational Camps	80	99	19	23.8%
5222	Nondepository Credit Intermediation	454	560	106	23.3%
5223	Activities Related to Credit Intermediation	96	118	22	22.9%
7115	Independent Artists, Writers, and Performers	27	33	6	22.2%
4541	Electronic Shopping and Mail Order Houses	115	140	25	21.7%
4237	Hardware, and Plumbing and Heating Equipment and Supplies M	541	658	117	21.6%
5312	Offices of Real Estate Agents and Brokers	650	790	140	21.5%
6116	Other Schools and Instruction	243	292	49	20.2%
6114	Business Schools and Computer and Management Training	172	206	34	19.8%
6215	Medical and Diagnostic Laboratories	211	252	41	19.4%
5419	Other Professional, Scientific, and Technical Services	957	1,140	183	19.1%

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

The knowledge and skills needed to meet the needs of this region's in-demand sector occupations and target industries include strong soft skills, including: team skills, service and social skills, interpersonal communicative skills, critical thinking/problem solving and flexibility as well as the pertinent post-secondary and technical skills required for emerging and demand occupations, i.e. A&P certifications, Trades, CDL, Financial Services skills, Health Services and IT related certifications.

This plan will ensure that WIOA core programs are compliant with federal regulations through our One-Stop centers so that program services are coordinated, and when appropriate, integrated to make accessible a menu of customizable services available to clients on the basis of client needs.

(3) Please provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

Local Workforce Development Area One (LWDA1) is the Pensacola-Ferry Pass-Brent MSA which includes Escambia and Santa Rosa Counties with a population of 448,991 and a total labor force of 217,169

The MSA unemployment rate as of December, 2017 is currently 3.5% (down from 10.5% in January, 2010).

Barriers to employment

CareerSource Escarosa is involved in a regional effort to address the unique needs of individuals with barriers to employment.

- **In reviewing the most recent census data in our two county area for the population ages 25-64:**
  - 9.1% have less than a high school diploma or equivalent.
  - 27.9% have a high school diploma or equivalent
  - 23% have some college (no degree)
  - 13.6% have an associate's degree
  - 17.1% have a bachelor's degree
  - 8.5% have a graduate or professional degree

- **The unemployment rate for those with disabilities in Escambia County is 17.9%, in Santa Rosa County it is 19.3%.**

- **In Escambia County, 14.7% of the population is below the poverty level. In Santa Rosa County, 12.3% of the population is below the poverty level.**

- **An estimated 57,351 veterans reside in LWDA1, 15,217 (26.5%) have a service related disability.**

- **According to the Florida Department of Corrections, there are 10,440 ex-offenders under Probation/Parole supervision served by the Pensacola Community Corrections Office that serves Escambia, Santa Rosa, Okaloosa and Walton Counties.**

- **A 2016 HUD Point in Time Count identified 798 Homeless individuals in Escambia and Santa Rosa counties.**

(4) Please provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the region (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).

CareerSource Escarosa maintains relationships with all regional economic development and business organizations. These relationships, coupled with our partnerships with public and private training providers and school districts allows us to facilitate the region's best training opportunities to meet the needs of our workforce. CareerSource Escarosa continues to be an engaged participant in our local and regional economic development agency's boards and committees, and often educational providers are included in these efforts.

Our largest strength regarding education and training, are our region's training providers and education partners have worked hard to become involved with business leaders and understand their workforce development and training needs. The career academies that have been developed in our secondary schools are aligned closely with employer needs, economic development initiatives and include business advisory councils. They remain flexible to industry needs and strive to find the best possible training solutions at the pace of business. In addition, our educational partners which include Pensacola State College, the University of West Florida, Santa Rosa and Escambia County School Districts, as well as many private for-profit providers have excellent training programs that are aligned with our demand occupations and industry sectors. The public and private training providers work well with Escarosa and are very open to suggestions for training improvements based upon local employer input and need.

One of the weaknesses we see is the lack of registered apprenticeship programs and internships and cohort programs; however, Pensacola State College and the University of West Florida are diligently exploring all possibilities and are moving toward implementing these programs.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)).

- **Adult and Dislocated Worker employment, education, and training services are extensively and continuously marketed through the local area.**

- Orientation is offered to familiarize customers with programs, services and eligibility requirements.
- Current education and training services are designed and implemented in conjunction with local area labor market information/in-demand occupations and are designed and adjusted as necessary to meet customer and employer needs.
- CareerSource Escarosa offers a robust menu of employability skills, employment preparation and job retention workshops at full service one-stop career centers.
- Customers are counseled to assess work readiness, identify barriers and develop action plans to include education and training services.
- Customers who need additional assistance in addressing and overcoming barriers are referred to appropriate community services for assistance.
- WIOA customers are administered the Test of Adult Basic Education (TABE) to assess their current academic skill level and suitability for post-secondary training. Customers who are basic skills deficient are offered referrals to adult basic skills/literacy services for assistance.
- Individual Employment Plans are developed with customers so that they are able to move strategically along a career pathway.
- On-the-job training opportunities are developed with area employers to provide customers with access to a direct pathway to employment.
- WIOA Career Advisors provide ongoing counseling and support during enrollment, training, pre-placement and post placement follow-up.

At this point in time, Escarosa is unaware of any additional training programs that are needed to be developed and implemented in our local area to meet the needs of our current business community. **Several years ago it was determined that the aerospace industry could have a large effect on future businesses with several aerospace contracts being awarded to our neighbors to the west, Mobile, Alabama. George Stone Technical School stepped up to that challenge and has recently implemented an A&P certification specifically to address the economic projections. As other needs are identified, they are presented to our educational partners for input and development. In many cases, capital purchases and facility cost hinder processes. In addition, Locklin Vo-Tech offers a program in Cyber Security and Pensacola State College has added a Cyber Security degree as well, with the capacity to develop certificate programs within that industry. This was based on community business needs to include the Center for Information Dominance at Corey Station and companies such as AppRiver.**

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities.

The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)).

CareerSource Escarosa currently contracts WIOA In-school and Out-of-School youth services to three service providers: Children's Home Society of Florida, The School Board of Escambia County, and The School Board of Santa Rosa County. These organizations provide resources and workforce activities to youth with barriers such as homelessness, DJJ youth/youth with criminal backgrounds, pregnant/parenting, youth with disabilities, youth in foster care or who have aged out of the foster care system, etc. Youth case managers conduct objective assessments of youth to identify appropriate services and career pathways for youth participants to support their attainment of a secondary diploma, entry into post-secondary education and career/job readiness. The services provided to youth participants include:

- **Leadership**
- **Support Services**
- **Adult Mentoring**
- **Guidance Counseling, which may include drug and alcohol abuse counseling**
- **Financial Literacy**
- **Entrepreneurship training**
- **Labor Market Information**
- **Activities to assist the youth in transferring to post- secondary education**
- **Occupational Skills Training to lead to/or acquire a credential or post-secondary credential**
- **Workforce preparation activities for a specific occupation or occupational cluster**
- **Tutoring/Study Skills to prevent dropout prevention and/or recovery**
- **Alternative School services**
- **Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training.**
- **Follow-up services for at least 12 months after program completion**

Program components are career-oriented and aimed at high school diploma/GED attainment, post- secondary/advanced education, military enlistment, or unsubsidized employment. For all youth who are determined to be basic skills deficient (defined as having reading, math, or language skills below the 9th grade level) basic skills instruction is a required component.

Successful workforce investment models for out-of-school youth include pairing secondary education with work-based learning opportunities and post-secondary exposure. This provides career pathway development while the youth is in school. In-school youth are able to participate in work based learning opportunities such as subsidized work experience, job

shadowing opportunities, work-place tours etc. to assist in the development of their career plan.

Successful workforce investment models for out-of-school youth include re-engaging disconnected youth who have dropped out of school, or obtained their high school diploma or equivalent. Out of school youth are exposed to post-secondary opportunities such as occupational skills training, two year and four year degree programs and the opportunity to participate in work based learning opportunities to determine their career interest. Youth create a career plan based on their desired career pathway and are given the tools and resources necessary to accomplish career goals.

WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Provide a description of the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

CareerSource Escarosa's strategic vision is that our region is recognized for its economic growth, driven by flourishing businesses and a skilled workforce.

Our goal is two-fold: to help businesses succeed by linking them to the workforce resources they need, and to help prepare job seekers by providing them with the skills needed for employment. To accomplish the goal, Escarosa will:

- **Create and sustain strategic partnerships dedicated to community prosperity through education, training and developing a climate for growing business and job creation.**
- **Provide exceptional service to each customer each day.**
- **Connect citizens to employment opportunities.**

Our Board of Directors supports our goal and is actively engaged in oversight and encouragement of Escarosa's work to achieve success.

It is important that these goals also remain tied to the primary indicators of performance under WIOA in order to support economic growth and worker self-sufficiency. Common measures are listed under #7, below in this section.

(2) Describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

The CEO/Executive Director as well as other management staff is involved with community partners through Board memberships and committee work for various organizations. These include the Escarosa Coalition on the Homeless; both Early Learning Coalitions; Transportation for the Disadvantaged; several Juvenile Justice Advisory Councils; "Achieve Escambia" and other organizations. While they don't currently have a constant presence in our offices, the Division of Vocational Rehabilitation works with Escarosa staff for referrals to and from our programs.

Escarosa is closely aligned with our educational partners for ABE/GED programs as well as ESOL initiatives, and actively refers job seekers to the local school district Adult Education programs for literacy and GED Prep/testing. **The Welfare Transition Program, SNAP, PREP, Wagner Peyser, WIOA and Veterans programs are all located with our One Stop Centers and these core programs are also coordinated with Vocational Rehabilitation and education. In addition, we work with VR&E for our veteran services.**

Our local strategy is and has been to ensure we each understand the services offered by all core programs and partners and to streamline referral processes and the sharing of information. Participants are asked to sign a "Release of Information" when they receive core program services (exception - Resource Room/General Public services). The Release of Information allows staff to work with our community partners to design services specific to the needs of our customers.

(3) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

CareerSource Escarosa has been a high-performing board and expects to continue this high level of performance under WIOA. Internal quality assurance monitoring of all programs and processes is conducted at least twice annually. Management also conducts frequent monitoring and review of processes, services, and performance for continuous improvement purposes. Customer satisfaction surveys will continue to be promoted and available on the CareerSource Escarosa website to provide all customers (job seekers, businesses, staff, community agencies, general public, etc.) the opportunity to provide feedback, and to raise awareness regarding any deficiencies and/or needs. Management staff review these completed surveys and take action as appropriate. All front line staff members receive a minimum of 15 hours of continuing training annually to ensure that staff skills remain current and relevant.

(4) Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

Escarosa has been involved with a local initiative called Cradle to Careers. This initiative is targeting high poverty areas within Escambia County and is in the process of developing strategies to address the barriers individuals have in becoming self-sufficient. Major employers within our two county area are involved in the initiative and include Gulf Power Company, Navy Federal Credit Union, and Baptist Healthcare, to name a few. In addition, local press/media are attending and offering support. Community leaders of city and county government have attend a community roundtable and are working to support the initiatives identified to address high poverty areas. Educational partners include Pensacola State College, the Escambia School District; the UWF Haas Center; as well as other groups to include the Studer Group and CareerSource Escarosa are also involved. The main focus of Cradle to Careers is early childhood education and awareness; K-12 testing/ready rates; graduation rates; post-secondary school enrollments that lead to degrees and certifications in demand occupations, and finally long-term employment. High poverty areas normally contain individuals with numerous barriers to self-sufficiency such as basic skills deficiencies; low to no occupational skills; lack of high school diplomas/GEDs; homelessness; single parent families; public assistance and ex-offenders. In addition to the above, many individuals have mental health issues and/or physical disabilities. Cradle to Careers will be a major contributor on a strategy to address and improve services to our customers. Strategies and initiatives

identified will be reviewed and incorporated as appropriate and will also be applied to high poverty areas in Santa Rosa County.,

Escarosa continues to serve customers who are low-skilled, low-wage, disconnected, disadvantaged and "at-risk", with multiple employment challenges, many of whom have hidden disabilities.

Escarosa ensures access for all individuals with disabilities to the full range of services available to all customers and those individuals with significant disabilities and significant barriers to employment are provided services that lead to competitive, integrated employment. Resource rooms where job search activities are conducted include specially adapted work stations where customers with hearing and visual impairments are able to conduct job searches the same as individuals who do not have impairments.

(5) Describe the process used to develop your area's vision and goals, including a description of participants in the process.

As this organization was incorporated in 1996 – and at that time developed a vision and goals – those were the basis from which current visions and goals have evolved. Over the past ten (10) years key staff has attended numerous advisory councils, and groups have met that have centered on the local economy and educational needs of our customers and businesses. Participants involved include, but are not limited to, University of West Florida, Pensacola State College, both school districts, major industry sectors and businesses through industry advisory councils, economic development, chambers of commerce, other LWDAs in northwest Florida; Vocational Rehabilitation and other partners; Escarosa Board members; involvement with Career Academies and CAPE. All of these organizations have contributed in one way or another to the forming of visions and goals over the years. Escarosa's visions and goals are ever changing and evolving based upon current labor market and customer needs. It is driven by the economy and our local employers as well as future employment initiatives. The Escarosa Board of Directors is involved in community initiatives and organizations and bring that expertise to our local operations and services which shape our vision and goals.

(6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).

Escarosa continues to support the performance measures outlined by USDOL and CareerSource Florida. As a highly functioning LWDA, Escarosa is in a continuous improvement model, adapting to change as it's needed, and seeking to perform higher than required in placing persons in jobs, penetrating the business market to offer services, training individuals appropriately to satisfy employer needs, etc. Escarosa fully supports economic development efforts and meets regularly with our ED partners to understand their initiatives and to insure our support for training to job seekers will meet those needs. Job vacancies are reviewed for self-sufficient wages and are promoted to those customers seeking assistance with training.

(7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b)(17)).

Common measures (latest available data) for Escarosa are as follows:

Common Measures	Performance 2015-2016	PY 2015-2016 Performance Goals	% of PY 2015-2016 Performance Goal Met
Adults:			
Entered Employment Rate	**87.79%**	**80.50%**	**109.06%**
Employment Retention Rate	**94.27%**	**94.20%**	**100.07%**
Average 6-Months Earnings	**$17,243.22**	**$14,810.30**	**116.43%**
Dislocated Workers:			
Entered Employment Rate	**87.69%**	**91.90%**	**95.42%**
Employment Retention Rate	**96.08%**	**94.00%**	**102.21%**
Average 6-Months Earnings	**$16,169.18**	**$13,445.30**	**120.26%**
Youth Common Measures:			
Placement in Employment or Education	**83.33%**	**80.70%**	**103.26%**
Attainment of a Degree or Certificate	**81.25%**	**74.29%**	**109.37%**
Literacy and Numeracy Gains	**72.41%**	**40.00%**	**181.03%**
Wagner-Peyser:			
Entered Employment Rate	**59.09%**	**56.00%**	**105.52%**
Employment Retention Rate	**83.34%**	**79.00%**	**105.49%**
Average 6-Months Earnings	**$12,424.00**	**$11,160.00**	**111.33%**

Not Met (less than 80% of negotiated)
Met (80-100% of negotiated)
Exceeded (greater than 100% of negotiated)

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).

Escarosa measures fiscal performance based upon requirements. These include our Annual Independent Audit conducted by an outside firm; the Fiscal Monitoring conducted by DEO; our adherence to all required percentages such as 75% out of school youth, 20% work experience expenditure requirement (youth funds), 10% or less for administrative costs, and

staying within the negotiated indirect rate. All percentages and audits are reviewed with the board at its next regularly scheduled meeting, as well as monthly financial statements and year-end financial statements as they are completed.

(9) Describe the definition of "self-sufficiency" used by your local area (WIOA §108(b)(1)).

The definition used by Escarosa to determine "self-sufficiency" for various groups is as follows:

Adult and Welfare Transition: Self-Sufficiency is defined as income, based upon the household size that exceeds 200% of poverty as defined on the Lower Living Standard Income Level (LLSIL).

Dislocated Worker: Self-Sufficiency is defined as income which is at least 80% of the income level of the participant at the time of his/her dislocation.

Employed Worker: Self-Sufficiency is defined as a worker earning over 200% of poverty based upon the household size of the individual, as defined in the Lower Living Standard Income Level (LLSIL)..

Once an individual has exceeded 200% of poverty as defined by USDOL's LLSIL, that person is considered to have achieved self-sufficiency and is not in need of any public or government assistance.

COORDINATION OF SERVICES

(1) **Coordination of programs/partners:** Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers (TEGL 3-15).

CareerSource Escarosa counselors, front line staff and career advisors receive cross training and on-going information regarding all partner services within the one-stop, and agency services within the local area, that provide support to address the barriers of the local workforce. Customers are provided with referrals to community agencies as appropriate to address and assist them in overcoming barriers, and to assist customers in accessing needed services.

Escarosa establishes and maintains communication and information exchange with community partners to include joint meetings, workshops, staff training, advisory councils, consortium meetings, etc. These joint communications maximize resources within the region and ensure that all programs are aware of each other's services and prevent duplication. CareerSource Escarosa has long standing relationships with community partners such as Vocational Rehabilitation, DCF, Lakeview (State mental health facility), Adult Education and Literacy Services. Customers are asked to sign a "Release of Information" so that information can be exchanged between One-Stop Career Center staff and these agencies, to allow for coordination of efforts and prevent duplication of services.

(2) **Coordination with Economic Development Activities:** Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located, and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

CareerSource Escarosa continues to be an engaged participant in our local and regional economic development agency's boards and committees. This active involvement ensures that our services, staff and participants are seen as solutions to the economic development challenge. Escarosa's CEO/Executive Director has many years of experience, as well as multiple economic development trainings, in working with companies and EDOs on behalf of workforce issues. That experience affords the expertise that helps build and maintain partner relationships across the private and public sectors.

Escarosa management supports the Center for Innovation and Entrepreneurship, our region's business incubator. In addition, services may be made available with the Small Business Development Center associated with the UWF. Escarosa will continue to support entrepreneurial development efforts throughout the region and seek ways to support entrepreneurial training for customers desiring to start their own businesses.

Our larger regional economic development entity, Florida's Great Northwest, is the larger regional EDO, and LWDBs 1 – 4 are actively engaged in the planning process for this 12 county economic development agency, and the Florida Forward organization developed specifically to manage "Triumph" funds that resulted from the BP oil settlement.

(3) **Coordination of education and workforce investment activities:** Describe how the local board coordinates education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)).

Escarosa works very closely with its education and economic development partners. Escarosa's Business Services Team is involved in industry sector advisory councils tied to secondary career academies and nationally recognized industry certifications that lead to postsecondary degrees and certifications. The Business Services Team meets with our economic development partners when asked so that interactions can occur between local businesses and/or new businesses looking to locate within our two county areas. Escarosa partners with Pensacola State College (PSC) on numerous job fairs and recruitment events. We work closely with PSC and our Vocational/Technical Schools regarding programs and courses being offered which are tied to our demand occupational areas. Escarosa is involved with initiatives such as the Manufacturing Advisory Council regarding skill gaps and courses being offered to meet the needs of those employers; Cradle to Career – a community initiative to address poverty, high school completion, postsecondary courses, and employment. The Director of Escarosa also attends and is involved in any initiatives, as appropriate, with Florida's Great Northwest, Florida West Economic Development and Santa Rosa Economic Development. The above involvement achieves the necessary interaction and building of strategies between education, economic development and Escarosa.

Escarosa also updates its Eligible Training Provider List to adjust programs offered in the local area in order to assure alignment with the local EDO goals. Approved ETPs review the courses approved and provide feedback regarding any revisions or additions to what they offer each year. Courses are reviewed by our WIOA Career Advisors and Business Services Team to ensure the training is in demand areas that result in employment. On occasion, if our placements in certain occupations are lagging due to oversaturating the workforce from the numerous training providers in our area, courses will be removed by Escarosa from our approved list to ensure federal resources are utilized to fill gaps in occupational areas. This reduces duplication within our two county areas and enhances the use of federal dollars to provide financial support to our customers.

(4) **Coordination of transportation and other supportive services:** Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

The CEO/Executive Director is a member, or designates a manager, to the Board of Transportation for the Disadvantaged for both Escambia and Santa Rosa Counties in Florida.

Escarosa reports transportation expenses to the Boards to enhance services to non-sponsored riders.

Escarosa provides transportation support services in the form of reloadable visa cards and bus tickets to our Welfare Transition program participants who fulfill their work participation requirements. In addition, bus tickets may be provided to our veteran populations on occasion to assist with job interviews and/or job search activities.

Escarosa has a staff presence with the Escarosa Coalition on the Homeless, Community Action Program, Children's Home Society, to name a few, to understand services offered through those community based organizations and to provide information on the support services and transportation assistance that we provide. Referrals are made between organizations for various services depending on specific participant needs.

The CEO/Executive Director (or a management designee) for Escarosa is also on the Board of Directors for the Early Learning Coalition of Escambia and Santa Rosa Counties. This interaction assists in ensuring subsidized childcare for not only Welfare Transition participants, but also the working poor, to insure services are not duplicated.

(5) **Coordination of Wagner-Peyser Services:** Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

All available DEO partner programs ((Wagner-Peyser, LVER, DVOP) are located on-site at CareerSource Escarosa's One-Stop Career Centers. State Merit and OPS staff are co-located to ensure seamless delivery of services and program integration. They also notify Veteran and Eligible Persons of Priority of Service, and refer appropriate customers to the Veteran's Unit if the Veteran signifies that significant barriers to employment are present. After completion of registration and/or validation, customers are referred to appropriate programs and resources to complete the one-stop interaction. Escarosa staff is available for one-on-one career counseling and resume coaching to offer the customer an improvement in their employment outlook. Employment Security Representatives are on-site to perform Priority Re-Employment and Placement services to assist all claimants receiving Re-employment Compensation in decreasing their time to gainful employment. DEO staff are integrated into the one-stop center along with WIOA and TANF/WT staff In additional the National Caucus on Black Aged has office space in the one stop center to provide employment assistance to older job seekers. All partners are integrated into operations and function as part of the system as a whole.

(6) **Coordination of Adult Education and Literacy:** Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult

education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II WIOA §108(b)(10).

Customers are administered assessments to determine their suitability and readiness for various career pathway activities. Barriers are identified and customers are assisted in addressing/overcoming barriers to employment or training. Staff are trained and may offer the Test of Adult Basic Education (TABE) to determine suitability for post-secondary education or job training. Those customers who do not achieve scores needed to enter training, are referred to Adult Education/GED programs to assist them in achieving the required basic skill levels necessary to enter post-secondary training programs. CareerSource Escarosa has existing relationships with providers of Adult Education/GED and Literacy. All local educational entities receiving Perkins and Adult Education funds share their applications with the LWDB.

(7) **Reduction of Welfare Dependency:** Describe how the local board coordinates workforce investment activities to help reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help such recipients become self-sufficient. Additionally, describe the strategies the local area uses to meet CareerSource Florida's goal of reducing welfare.

Escarosa has a well-developed and detailed plan for administering both the Welfare Transition Program and SNAP Employment and Training Program. That plan is the guide for staff work in those programs, and aligns with guidance from both Federal and State rules and regulations. Those plans are available at the Board office upon request. (In the interest of length of this document, those plans won't be detailed inside the WIOA Plan.)

(8) **Cooperative Agreements:** Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

Escarosa has existing Memoranda of Understanding with numerous partners including Vocational Rehabilitation. The MOUs delineate the relationships and VRs involvement as a member of the Board. Front line staff has ongoing meetings as needed with VR staff to exchange information on the services offered by each entity. The local area manager is a member of the Escarosa Board of Directors. Referrals are made by both VR and Escarosa to the other entities for assistance for participants. Escarosa is applying to become an Employer

Network under the Ticket to Work program. The current MOU is attached and is included as Attachment C.

In addition to the above, the list of partners consists of the following: Santa Rosa Early Learning Coalition; Escambia Early Learning Coalition; Department of Children and Families; Community Action Program; SNAP; Santa Rosa School District; Escambia School District; Pensacola State College; Children's Home Society; Representatives of Wagner Peyser; Veterans; WIOA; Upfront Services; and the Welfare Transition Program.

From the meetings of the Consortium – cross training with partner agencies have been conducted between the above community based groups, education, and DEO operated programs and staff of the One Stop Center.

MOUs exist between Escarosa and the following entities:

Community Action Program Committee, Inc.

National Caucus Center on Black Aged, Inc. (NCBA)

The School District of Escambia County

School District of Santa Rosa County

The District Board of Trustees of Pensacola State College, Florida

Tri- County Community Council, Inc.

Job Corps services provider

These are included as Attachment D.

DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).

A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

All required partners are included in the one stop delivery system. The current One Stop consist of the following required partners: Vocational Rehabilitation; Providers of Adult Education services; Community Colleges (State Colleges); Representatives of DEO Wagner Peyser; Veterans; WIOA; Private Colleges and Universities. The Consortium meets two to three times per year to review services being offered and coordination of these services with others in the community. Referrals are made to partner programs and services, as well as receiving referrals for the services offered by Escarosa. Comments from partners were solicited for

inclusion into the plan. Any comments received were reviewed and where appropriate are included in Attachment E.

B. Identify any non-required partners included in the local one-stop delivery system.

Non-required partners include Children's Home Society; Community Action Program; SNAP, the Santa Rosa Early Learning Coalition and Escambia Early Learning Coalition.

C. The LWDB, with the agreement of the chief elected official, shall develop and enter a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of sector executed MOUs (WIOA §108(b)(6)(D)).

Please see Attachment D.

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

CareerSource Escarosa operates three accessible one-stop career centers in Region 1.Our Pensacola and Milton Centers are full service centers feature accessible computer workstations and adaptive equipment to provide equitable use, flexibility in use and simple and intuitive use for persons with disabilities. Self-paced programs and software are available. Adaptable equipment is integrated into the Resource Areas to accommodate individuals with vision or hearing disabilities. Adequate space is provided to accommodate individuals in wheelchairs, those with assistive devices, or customers with service animals. There is on-site instant access available, via computer linkage, to American Sign Language (ASL) interpretation services. A Skype Interview room is available to provide job seekers with mobility issues, or transportation challenges, the opportunity to participate in remote job interviews worldwide. Web access and vital program information will be available in multiple languages.

Staff has received, and will continue to receive, periodic training regarding the Americans with Disabilities Act and training regarding serving customers with unique needs. CareerSource

Escarosa has partnered with the Social Security Administration to provide instant remote access to Social Security Administration staff, via a Kiosk located in our Century, Florida center.

The seven principles of universal design will be reviewed and considered in all plans and services provided to include;

- **Equitable use**
- **Flexibility in use**
- **Simple and intuitive use**
- **Perceptible information**
- **Tolerance of error**
- **Low Physical effort**
- **Size and space for approach and use**

(3) Integration of Services: Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

The WIOA pre-application is electronic and available on our website. Escarosa utilizes a web-based electronic sign-in application for all customers and gathers demographic information during that process. All case management files and records are paperless. Paper records on participants are not used at this point in time. This includes all core programs operated within the Escarosa One Stop Centers.

The Welfare Transition program uses a paperless worksite timesheet for approved work activities that no longer require paper timesheets to be submitted, and currently is setting up network files for electronic records.

All efforts for efficiency are a priority for Escarosa's staff and leadership, and the transition to completely paperless files at all levels will continue until it is fully accomplished.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d)(2)(A)).

Escarosa went through the procurement process to identify a one-stop operator, and having no responses, requested and was granted permission to be the one-stop operator for the region. This has been a benefit to the region's budget as well as clarity of operations.

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

Escarosa responds promptly to market its services to business needs in its communities. In recent months, there has been a shifting of staff resources to double the force of business

service representatives in order to penetrate the employer market much further than previously do with so few staffs.

DESCRIPTION OF PROGRAM SERVICES

(1) **System description:** Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

Escarosa serves Escambia County and Santa Rosa County. Pensacola State College (PSC) and both school districts offer Carl Perkins services and technical educational services. Escarosa works very closely with those educational entities, and as required by law, they provide Escarosa with their annual Carl Perkins plan for review and comment. Escarosa directs all customers who lack a high school diploma by referral to our educational partners for GED testing.

Core programs include: WIOA Adult and Dislocated Workers; Wagner Peyser; Welfare Transition; Supplemental Nutrition Assistance Program Employment and Training (SNAPET); PREP, Reemployment Services, Veterans and Veterans with Significant Barriers to Employment (SBE); Senior Community Service Employment Program (SCSEP); and Trade Adjustment Assistance (TAA).

(2) **Sub-grants and contracts:** Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).

Escarosa follows all applicable federal or state procurement guidelines for all services. The process normally used is a Request for Proposals (RFP) process, as well as an Invitation to Negotiate; written quotes and oral quotes depending upon the services/items being solicited and/or the cost associated with the contracts/services or items.. All of our procurement guidelines are detailed in Escarosa's Administrative Plan is reviewed annually and updated as needed, and submitted to DEO for monitoring purposes as requested.

(3) **Expanding access to employment:** Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials

(including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

CareerSource Escarosa has an extensive outreach network in place to create community awareness regarding available employment and training services and all employment events. The one-stop career centers provide access to individuals with barriers to employment, and provide specialized services to meet the needs of customers with barriers. In addition to DEO and WIOA staff, TANF and SNAP staff and services are available at full service centers. The National Caucus on Black Aged has staff onsite at our Pensacola center to offer employment and training services to job seekers age 55 and older. The Military Family Employment Advocate provides specialized employment and training services to meet the needs of the spouses and dependents of active duty military personnel. Disabled Veteran Opportunity Program (DVOP) Specialists provide intensive case management, and employment and training services to Veteran's with significant barriers. An Ex-Offender Advisor is available to provide employment counseling, mentoring and placement assistance to ex-offenders/offenders. A Language Line service is available for non-English speaking customers.

(4) Key Industry Sectors: Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c)(1)(A)(v)).

A. Describe how selected industries or sectors are selected based on, and driven by, high quality data (cite data source used);

LWDB1 has identified four priority (private sector) industry sectors:

- **IT/Cybersecurity**
- **Manufacturing (including aviation)**
- **Transportation, utilities, trade (including warehousing/logistics)**
- **Construction**

Selected sectors were based upon analytical data for LWDB1, provided by the CareerSource Florida, Analytics Unit. Sector strategies are also driven by local demand per EmployFlorida job order statistics. Other sectors the LWDB will continue to support are Healthcare and Government Services.

B. Describe how sector strategies are founded on a shared/regional vision;

CareerSource Escarosa management and senior leadership actively participate in, and gather valuable information from, regional sector strategy initiatives such as:

- **ITen Wired which focuses on talent development for IT, Cybersecurity, and other technology professionals.**
- **Florida's Great Northwest serving a 12 county area in Northwest Florida that brands and promotes five industry sectors in the region including; Advanced Manufacturing,**
  Aviation, and transportation
- **Northwest Florida Manufacturers Council that focuses on talent acquisition and development in the manufacturing sector.**

C. Describe how the local area ensures that sector strategies are driven by industry;

CareerSource Escarosa management and Business Services team members are actively engaged in local initiatives that keep the organization abreast of evolving issues in the various sectors. For example, CareerSource has representation on all school district Career Academy Advisory Councils. These councils bring together workforce development professionals, educational professionals, and employer representatives from the various Academies/sectors. The purpose of these councils is to ensure that education and training efforts are meeting the needs of business. Additionally, CareerSource Escarosa is actively involved with local economic development organizations and works with these organizations to focus on sector strategy initiatives, address skills gaps in the workforce, and address the needs of local businesses.

D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems: **With WIOA training program and Business Services Team input, the targeted occupations list (TOL) is aligned with local EDO goals for recruitment and retention of businesses. The TOL guides which programs the LWDB supports with training funds, and graduates of those programs are directed to employers who need the skills talent to help their businesses grow and become sustainable. In addition, the use of On-the-Job-Training/Customized Training grants, the LWDB assists with talent development one company at a time.**

E. Describe how the local area transforms services delivered to job-seeker/workers and employers through sector strategies: **The Business Services Program Manager assigns accounts to Business Services Team members by industry sector(s). Coordinating with staff in the resource rooms who work 1:1 with job seekers, all staff is directed to match job seekers to jobs in every sector based on background and skills. All staffs are considered "recruiters" in the organization. A new list of job orders are reviewed daily and sent to all CSE staff for up-to-date aggressive job matching activities. The LWDB regularly hosts and facilitates targeted sector job fairs, to include Information Technology/Cyber Security and Police, Fire, and First Responders.**

F. Describe how the local area measures, improves and sustains sector strategies.

We measure of effectiveness through Business Services employer engagement, employer surveys, Job Order Follow-up, as well as formal and informal communications and partner meetings.

All ITAs and customized training grants are tied to demand or emerging occupations for our two county area.

(5) **Industry Partnerships:** Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:

A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used); **Data from DEO (biennial forecasting reports) along with reviews of local EDO targeted sectors.**

B. Describe how sector strategies are founded on a shared/regional vision; **In keeping with a spirit of collaboration, local WIOA plan is always shared and discussed with the EDO.**

C. Describe how the local area ensures that the sector strategies are driven by industry; **See previous question, noting sector partnerships and work with local EDOs.**

D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems; **See question 4.E.**

E. Describe how the local area transforms services delivered to job-seekers/workers and employers through sector strategies: and **See question 4.E.**

F. Describe how the local area measures, improves and sustains sector strategies. **See question 4.F.**

(6) **In-demand training:** Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

CareerSource Escarosa's Board of Directors discusses current labor trends annually, with reports generated by DEO. The members review the State Targeted Occupation List and also local business initiatives. Educational representatives review programs offered by their educational institutions to ensure courses are available as related to demand occupations. Economic development representatives review and discuss current initiatives, area business recruitment goals, and business retention needs to ensure the demand occupations are conducive to trends in the local economy. In addition, CareerSource Escarosa's Business Services Team reviews the list to determine whether or not individuals completing training and /or looking for employment, are finding employment within the demand occupations as presented by CareerSource Escarosa. The last items to be considered are the wage at placement and whether or not the occupations on the Local Workforce Development Area's Eligible Training Provider List (ETPL) are supporting the needs of local businesses. Opposite of that review, is also whether or not the local labor market is saturated and if staff are having difficulties finding employment opportunities for participants in the fields of training listed on the ETPL. Once the list has been reviewed, a final Eligible Training Provider List with the

training programs for each provider is presented to the CareerSource Escarosa Board of Directors for approval.

(7) **Employer Engagement:** Describe strategies and services used in the local area to:

A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;

B. Support a local workforce development system that meets the needs of businesses in the local area;

C. Better coordinate workforce development programs and economic development; and

D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

CareerSource Escarosa has an active Business Services and an internal customer support/job order assistant, with dedicated focus on employer contacts and services, assuring job orders are entered accurately and appropriate follow-up is done.

In order to facilitate engagement of local employers in in-demand industry sectors, CareerSource Escarosa's business representatives actively participate, and will continue to participate, in area business advisory councils and boards that bring together business and educational leaders in over a dozen in-demand occupational and industry sectors. These include:

- **Aviation**
- **Construction Trades**
- **Culinary/Hospitality**
- **Engineering**
- **Finance**
- **Health Sciences**
- **Human Resources**
- **Information Technology**
- **Law Enforcement**
- **Advanced Manufacturing**
- **Marketing**
- **Multimedia**
- **Transportation, Warehousing, and Logistics**

Through these councils and advisory boards, workforce development and educational leaders communicate directly with area business leaders regarding the in-demand human resource needs, training needs, and skill sets that are currently being sought after by area businesses. In addition, CareerSource Escarosa Business Services Team members frequently and actively partner with Chambers of Commerce/Economic Development entities throughout the Local Workforce Development Area.

CareerSource Escarosa business service representatives and LVERs are required to provide extensive outreach to employers in the local area. This is accomplished through employer visits (cold calls), community presentations, and hosting of and participation in job fairs, community fairs, and recruiting events. Employer information is also disseminated through

communication outlets such as press releases, and the company's website and social media outlets.

The CareerSource Escarosa Business Services Team operates within the one-stop career centers and is integrated with the WIOA program, TANF/WT, and Wagner-Peyser/Re-employment programs. All job orders, job fairs, and recruiting events are accessible to and communicated to all CareerSource Escarosa and on-site DEO staff members and partners.

(8) **Priority for Services:** Describe local policies and procedures are established to prioritize recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

Escarosa has established a priority/most in need policy to identify individuals with barriers to employment and to insure priority of service to veterans. The process will identify those who are veterans and/or have barriers to employment (TANF, SNAP recipients; homeless, basic skills deficient) and place them as the first to be served via an ITA. Once those who are a top priority have been served, others applying for assistance will be served on a first-come, first-serve basis. It works extremely well and automatically prioritizes all WIOA participants during the eligibility process.

(9) **Training Services:** Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).

Training services are provided through the use of ITAs to eligible individuals attending programs of eligible training providers. Escarosa also uses OJTs and Customized Training based upon employer needs, with reference to the demand industries and occupations and sector strategies.

(10) **Customer choice process:** Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

Training program and training provider information is available at all CareerSource Escarosa centers and at the CareerSource Escarosa website. Counselors provide career assessment and career counseling services to assist customers in developing their career pathways. Customers who are not eligible for WIOA funding, or those that choose training providers and/or training programs that are not included on the LWDA1's ETPL are referred to/assisted in accessing the Federal Application for Student Aid. Information regarding other educational grants is provided as appropriate and potential students are directed to the financial aid office of their training provider of choice. CareerSource Escarosa has a variety of online career exploration tools available to assist customers in developing their career pathways and in selecting both WIOA and non-WIOA training options and funding options. CareerSource Escarosa also provides information on educational grants and scholarships as available and appropriate. On-the-job training customized training, apprenticeship opportunities and internship opportunities are posted on the Employ Florida website for universal access.

(11) Individual training accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b)(19)).

A. Describe any ITA limitations established by the board;

ITAs are used to provide financial assistance to eligible WIOA adults and dislocated workers. Escarosa has established a priority/most in need policy to identify individuals with barriers to employment and to insure priority of service to veterans. The process will identify those who are veterans and/or have barriers to employment (TANF, SNAP recipients; homeless, basic skills deficient) and place them as the first to be served via an ITA. Once those who are a top priority have been served, others applying for assistance will be served on a first-come, first-serve basis. The ITA amount per program is capped at $7,000.

B. Describe any exceptions to the use of ITAs.

Escarosa does not use any exceptions to ITAs.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide micro-enterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)).

The LWDB supports the Center for Innovation and Entrepreneurship, our region's technology business incubator/accelerator. We will continue to support entrepreneurial development efforts throughout the region including the development and expansion of related training in support of entrepreneurial development. Escarosa also has access to the local Small Business Development Center for assistance with business plans; taxes; incorporation and other issues important to the development of a business. All of these resources are promoted with customers, particularly military retirees who seek new careers.

Enhancing Apprenticeships: Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida DEO and other partners, including educational partners. Describe how job seekers are made aware of apprenticeship opportunities (TEGL 3-15).

Escarosa has just recently been made aware of non-registered apprenticeship programs at a local technical training institute. In the last two months, Escarosa staged a training event with DOE's Apprenticeship Staff and local employers that has created a new environment for ongoing discussions with local partners in industries that should develop active apprenticeship programs in the LWDA.

(13) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs,

industry and sector strategies career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board's vision and strategic goals described in Section III WIOA §134(c).

Escarosa offers On-the-Job-Training (OJT) and customized training for local employers and/or businesses locating or expanding in the area. Employed Worker training is offered to assist in skill upgrading of current employees. As previously mentioned, our Business Services Team works closely with our economic development partners; industry clusters; advisory councils; and educational partners to understand trends and workforce needs. Services are recorded in Salesforce, as well as Employ Florida Marketplace (EFM). The Director and management staff are involved with advisory councils and the school districts regarding secondary career academies and how they translate into postsecondary degrees and/or certifications leading to career pathways.

(14) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job-seekers (WIOA §108(b)(6)(A)).

Escarosa currently employs internal programmatic monitors. The Monitoring Specialists are assigned the core programs and services to be monitored to ensure all federal, state and local regulations and policies are followed. The Monitoring Specialists report directly to the COO. All monitoring reports are posted to our website and the Board of Directors is notified at least twice a year of the postings for their review and comments. If areas of concern are noted, technical assistance and training are provided to front-line staff to ensure they understand the requirements. Corrective Action Plans are required if major issues are found.

Youth services are contracted out and a competitive procurement process will take place in the spring of 2017. The Monitoring Specialists are assigned to monitor the youth contractors to ensure all 14 program elements are made available to the youth; 75% of the youth served are out-of-school; and monitoring of all work experience job sites, agreements, safety and supervision are being provided. Corrective Action Plans (CAP) are required if major issues are found.

Eligible Training Providers are monitored regarding number of enrollees, both WIOA and non-WIOA participants; WIOA outcomes and performance, and placements. In addition, ETP must meet state requirements to become a provider and Escarosa reviews the programs they offer, and approves the individual training programs to ensure they align with local employer demands and economic development initiatives. If the ETP is a newly established school in our area, employers are surveyed to determine whether or not local employers will accept degrees/certifications from those schools for local employment. Credibility of the training provider with local employers is vital to a participant's success in obtaining employment at the end of training.

DEO annually monitors all programs and services offered at the One Stop Centers as well as youth contractors. Monitoring reports conducted by the State are provided to the Board for their review.

All performance statistics on common measures and the Employer Penetration Rate are provided to the Board of Directors. Performance of programs and the youth providers are reviewed annually with the Board.

(15) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c)(1)).

Through intensive assessment, mentoring and coaching, a career plan and career pathway will be developed with the WIOA youth participant. All 14 of the youth program elements will be available to youth participants within the region. The specific elements that will be utilized by each youth in achieving their career plan, will be customized and based upon the youth's assessed needs and career pathway. The specific program components are career-oriented and are directed at high school diploma/GED attainment, post-secondary/advanced education, military enlistment, or unsubsidized employment. All youth who are deemed to be basic skills deficient (reading, math, or language skills below the 9th grade level), will receive basic skills instruction.

During the competitive procurement process, the proposals will be required to address each of the 14 elements to provide information on how each will be made available to youth participants. Letters of support will be required for elements that will be made available through other agencies. Proposals and contracts will ensure all elements are made available. Internal monitors will review service provider contracts and ensure the 14 elements are being addressed.

A. **Define the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society."** Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290).

Escarosa shall define the above as a youth who meets one of the below criteria:

1) **Reading or math or language comprehension at or below the 8th grade level as indicated on the Test for Adult Basic Education (TABE) assessment tool or the Wonderlic assessment which measures thinking/logical capabilities. Wonderlic is an approved Department of Education assessment instrument.**
2) **A youth unable to compute or solve math problems to include word problems at or below the 8th grade level as indicated on the TABE assessment tool.**
3) **In interacting with the youth, the Teacher or Youth Case Manager or One Stop Center staff or Designated Youth Provider as approved by Escarosa, is unable to communicate in English with the youth via everyday conversation/interaction. Escarosa feels that if the youth cannot interact in a social or professional situation with professional staff that the youth**

would not be capable of sustaining a job or functioning in society. This shall be attested to by the Teacher, Youth Case Manager, One Stop Center staff or Escarosa designated Youth Provider.

4) **Has been determined by the School District as having limited English and the youth has been placed in an English Speaking Other Language (ESOL) or English Language Learner (ELL) or Limited English Proficiency (LEP) program within the district.**

B. **Define "requires additional assistance."** Describe how the local board defines the term "requires additional assistance" used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).

Escarosa defines the above as a youth who meets one of the below criteria:

1) **The youth has reading, language or math skills level at or below the 8th grade as indicated on the TABE assessment tool.**
2) **Youth who are over the age of 18 who have no previous work history and/or less than 180 consecutive days of employment as documented by employer records, pay records or State system such as Suntax.**
3) **Youth that have one or more biological parent incarcerated, institutionalized or sentenced by a court of law to incarceration/institutionalization for more than one year. Documentation provided by court, institution or Department of Corrections.**
4) **Youth who have been victims of domestic violence or intimate partner violence as documented by local law enforcement or Favor House.**
5) **Is an individual who receives or is a member of a family that has received any form of public assistance for more than 6 consecutive months.**

(16) Please include the following attachments with your local plans:

A. Executed Memoranda of Understanding for all one-stop partners.

B. Executed Infrastructure Funding Agreements with all applicable WIOA required partners.

PUBLIC COMMENT PROCESS

Describe the process used, in accordance with the criteria below, to provide opportunities for public comment and input into the two-year modification of the local plan.

(1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).

A draft of the plan was made available to our CEOs, Escarosa Board of Directors and the public February 16, 2018. This began the public comment period of 30 days.

(2) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).

The 30-day public comment period began on February 16, 2018 and closed on March 18, 2018. All comments are included as Attachment E.

(3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

The Escarosa CEO/Executive Director met and reviewed the plan outline with the local EDO representative on February 1, 2018. Organized labor representatives on the Board of Directors were provided the documents within the timelines noted above in (1). The Pensacola Chamber of Commerce and the Santa Rosa Chamber of Commerce were also provided the same notices of the plan document within the above timelines to share with their members and partners. Comments were solicited from all of the above entities and members.

(4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

The LWDB currently still awaits the state's modified plan.

(5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB's response to those comments, and a copy of the published notice (WIOA §108(d)(3)).

All public comment is noted in Attachment E.

SIGNATURE PAGE

This plan represents the efforts of CareerSource Escarosa to implement the Workforce Innovation and Opportunity Act in the following counties:

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

Workforce Development Board Chair
CAREERSOURCE ESCAROSA

Signature - Steve Rhodes

Date

Chief Elected Official
SANTA ROSA BOARD
OF COUNTY COMMISSIONERS

Signature - Robert A. "Bob" Cole, Chairman

Date

ATTEST: Donald C. Spencer, Clerk of the Circuit Court

BY: _____
Clerk

SIGNATURE PAGE

This plan represents the efforts of CareerSource Escarosa to implement the Workforce Innovation and Opportunity Act in the following counties:

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

Workforce Development Board Chair
CAREERSOURCE ESCAROSA

Signature - Steve Rhodes

Date

Chief Elected Official
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature - Jeff Bergosh, Chairman

Date

ATTEST: Pam Childers, Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: B. Ellis ACA
Date: 03/05/2018

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT A

INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT
BETWEEN
SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA

THIS AGREEMENT (Agreement) is made and entered into by and between Santa Rosa County Board of County Commissioners (Santa Rosa), Escambia County Board of County Commissioners (Escambia), and Workforce Escarosa, Inc. dba CareerSource Escarosa. (Escarosa).

WITNESSETH:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, 29 U.S.C § 3101 et seq. (WIOA), effective July 1, 2015, which replaced the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the chairman of the Board of County Commissioners for each County is deemed the chief elected official (CEO) for purposes of WIOA section 107(d)(12)(B)(i)(I)[1], which provides that the chief elected official shall serve as the local grant recipient for, and be liable for any misuse of, WIOA grant funds allocated to the local area; and

WHEREAS, WIOA charged the state governors with certifying local workforce development boards for local areas, including local areas designated as such under the WIA; and

WHEREAS, all incorporated and unincorporated areas within Santa Rosa and Escambia counties (County or Counties) were previously designated as the Region I Local Workforce Development Area (LWDA); and

WHEREAS, the Counties have designated Escarosa, under the direction of its Board of Directors (Escarosa Board), as the entity to serve as the Region 1 LWDA grant subrecipient and fiscal agent to assist in the administration of WOIA funds and other funds allocated to Region 1 LWDA by federal and State workforce programs; and

WHEREAS, pursuant to WIOA section 107(d)(12)(B)(i)(II), the designation of Escarosa as the Region 1 LWDA subrecipient and fiscal agent does not relieve the County CEOs from the liability under WIOA section 107(d)(12)(B)(i)(I) for misuse of grant funds; and

WHEREAS, pursuant to WIOA section 107(c)(1)(B), the Counties may execute an interlocal agreement that specifies the respective roles of the individual CEOs in

[1] 29 U.S.C. § 3122(d)(12)(B)(i)(I)

appointing members of the Escarosa Board and in carrying out any other responsibilities under WIOA; and

WHEREAS, the Counties and Escarosa's predecessor Workforce Escarosa, Inc. entered into an interlocal agreement under WIA on March 1, 2012 (2012 Agreement), which the parties intend hereby to terminate and replace.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contain herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are true and correct and are incorporated herein.

2. Term. This of Agreement shall commence on the date last executed and continue through June 30, 2020. This Agreement shall automatically renew for a subsequent two-year period unless either party notifies the other at least one hundred eighty (180) days prior to the end of the initial term of its intent to not renew the Agreement for the subsequent two-year period.

3. 2012 Agreement. The 2012 Agreement shall terminate upon the effective date of this Agreement.

4. Compliance.

A. The parties shall comply with: the WIOA and all regulations promulgated thereunder; the Florida Workforce Innovation Act of 2000, § 455.001 et seq. and all regulations promulgated thereunder; all written directives relevant to local workforce development area operations from the Governor of Florida or his/her designee; and all CareerSource Florida, Inc. administrative policies.

B. Escarosa shall perform the functions prescribed by WIOA section 107(d) and § 455.007, Fla. Stat., according to the requirements established thereby.

5. Respective Responsibilities of CEOs. Pursuant to WIOA section 107(c)(1)(B), the roles of Escambia CEO and Santa Rosa CEO, on behalf of their respective Counties, are as follows:

A. *Appointment of Escarosa Board members.* The CEOs shall appoint Escarosa Board members according to the criteria established by the Governor in partnership with the CareerSource Florida, Inc. board of directors and pursuant to the requirements established by WIOA section 107(b)(2) and § 455.007, Fla. Stat.

(1) The CEOs, by mutual agreement, shall develop a process for soliciting Escarosa Board nominations, for selecting Escarosa Board members, and for determining the number of members to serve on the Escarosa Board

consistent with and pursuant to WIOA section 107, § 455.007, Fla. Stat., and CareerSource Florida, Inc. Administrative Policy No. 91,

(2) Each CEO shall select fifty (50%) percent of the Escarosa Board members and may remove such members for cause. As used herein, "cause" includes but is not limited to engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

(3) Of the local businesses represented on the Escarosa Board, fifty (50%) percent shall reside or maintain their principal place of business in Escambia County and fifty (50%) percent shall reside or maintain their principal place of business in Santa Rosa County.

(4) Each CEO shall appoint one ex-officio, non-voting member of the Escarosa Board.

B. *Other CEO Responsibilities*. The CEOs shall carry out the responsibilities assigned to the CEOs under applicable laws, regulations, directives, and administrative policies.

6. Public Records. All parties are subject to and shall comply with applicable open government and public records laws.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. No party has relied upon any prior, contemporaneous, written, or oral statement, representation, or agreement, except those expressed herein. This Agreement may be amended only be written agreement of the parties.

8. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, all other terms and conditions shall remain in full force and effect. Neither this Agreement nor its terms shall be more strictly construed against a party because such party may have drafted it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

(*Signatures on following page*)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
D. B. Underhill, Chairman

Date: 5/4/2017

BCC Approved: 05-04-2017

Approved as to form and legal sufficiency.

By/Title: B. Ellerbee ACA
Date: 05/03/17

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Rob Williamson, Chairman

Date: May 11, 2017

BCC Approved: May 11, 2017

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

(SEAL)

WORKFORCE ESCAROSA dba CAREERSOURCE ESCAROSA, INC.

By: _____
Larry Stram, Chairman

ATTEST: _____
Gretchen Clarke, Secretary

Date: May 2, 2017

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT B

BY-LAWS

WORKFORCE ESCAROSA, INC.

BY-LAWS

ARTICLE I

NAME OF ORGANIZATION

The name of this organization shall be Workforce Escarosa, Inc., dba CareerSource Escarosa, hereinafter referred to as Escarosa.

ARTICLE II

MEETINGS OF DIRECTORS

Section 1. Special Meetings. Special meetings of the Directors shall be held when directed by the Chairman, or, in his absence, the Vice-Chairman or, in the absence of both the Chairman and Vice Chairman, upon the call of the Secretary or the Treasurer of the Corporation.

Section 2. Place. Meetings of Directors of this corporation may be held within either Escambia or Santa Rosa County.

Section 3. Notice. A notice of each meeting of Directors shall be provided to each Director at his or her address which may include e-mail addresses, as the case may be, as such appears on the records of the corporation at the time any such notice is mailed. The notice shall state the purpose of the meeting and the time and place it is to be held.

Section 4. Voting. Each Director shall be entitled to one vote upon each motion or issue placed before a meeting for decision or resolution by the vote of the Directors. No proxy votes shall be allowed. Items regarding membership contracts require a two-thirds (2/3rds) majority vote of members present when a quorum has been established. All contracts with current board members must be in compliance with

the Workforce Florida, Inc., Contracting policy as Modified in August, 2011. All other action items/issues brought before the board require a simple majority vote.

Section 5. Quorum. Forty percent (40%) plus one of the Directors entitled to vote shall constitute a quorum at any Directors' meeting. Members participating by webinar/teleconferencing shall be counted present and shall be included in the count to determine a quorum. Members participating by webinar/teleconferencing shall be entitled to vote as members who are physically present at the meeting. If less than a quorum exists, the Chairman may continue the meeting for information and discussion only; or adjourn the meeting at his/her discretion with no action taken by members present.

Section 6. Attendance. The Chairman is authorized to request a replacement appointment for any member of the Board of Directors who has had unexcused absences for three or more consecutive meetings of the Board. For the purpose of this section, a member who is absent, but who is represented by a designee, shall be counted as an excused absence. The Chairman shall make the final determination whether non-attendance is excused or unexcused for all other absences of members.

ARTICLE III

DIRECTORS

Section 1. Function. The business of this corporation shall be managed and its corporate powers exercised by the Board of Directors.

Section 2. Number. Board membership shall be in compliance with all applicable federal and state requirements, and shall not exceed twenty-seven (27) members.

Section 3. Membership. The categories of membership shall be defined by the State of Florida through Workforce Florida, Inc. Board of Directors, as approved by the Governor. Members are expected to be the Chief Executive, Chief Operations Officer, Agency Head, owner of business (private sector) or other executive with

substantial management or policy responsibility. Over 50% of the membership shall be from the private sector.

Section 4. Election and Term. Consistent with the Articles of Incorporation, the term of membership for each member of the Board of Directors shall commence on the 1st day of July of the year in which each such member is appointed, unless the member is appointed by the County Commissioners during the year to fill vacancies which may occur at any given point in time. Unless otherwise provided in the Articles of Incorporation, each term of membership shall be for staggered terms of one (1), two (2), or three (3) years for the initial member with three (3) year terms thereafter.

Section 5. Extensions. Upon review and approval of the Nominating Committee, the request for extensions will be sent to the Escambia or Santa Rosa County Board of Commissioners for approval.

Section 6. Vacancy. Vacancies in the Board of Directors shall be filled through the Escambia and Santa Rosa County Boards of Commissioners. Nominations for private sector members should be from general purpose business organizations. All other nominations must be by an agency, organization or non-profit corporation.

Section 7. Time of Meeting. The Board of Directors shall meet at least once per quarter. The first (1st) quarter Board of Directors meeting may be combined with the annual meeting of Directors, as provided in ARTICLE II, section 1, hereof. Special meetings of the Board of Directors may be called by the Chairperson; or in his/her absence by the Vice Chairperson; or in the absence of both the Chairperson and Vice Chairperson - - by the Secretary or Treasurer. The specific date and time for Board of Directors meetings shall be as fixed by the Board of Directors. Notice of each meeting shall be given to each Director not less than forty-eight (48) hours before the meeting unless each Director shall waive notice thereof before, at, or after the meeting.

Section 8. Removal of a Member for Cause. Consistent with 29 U.S.C. 1512(f), a Board member may be removed from office before the expiration of his or her term for cause upon the affirmative vote of two-thirds (2/3) of the Board at a legally called Board of Directors meeting. For purposes hereof, "cause" shall be defined as:

a. Conviction of a crime involving moral turpitude or dishonesty;

b. An intentional and flagrant violation of Escarosa standard of conduct or any rules promulgated thereunder;

or

c. Any conduct which 2/3 of the membership determines to be significantly detrimental to Escarosa or to the purposes and objectives of the workforce development system.

Before any final vote is taken by the Board on the question of removal or not of a Board member, such member shall first be advised in writing of the alleged cause for which his or her removal is sought no later than fifteen (15) days prior to the Board meeting, at which such final action is taken. At such meeting, the Board member sought to be removed shall be afforded the opportunity to be heard.

Section 9. Conflict of Interest of Members. The Board of Directors has elected to adopt the guidelines as issued by the U.S. Department of Labor, Training and Employment Guidance Letter (TEGL) No. 35-10, issued June 16, 2011.

ARTICLE IV

OFFICERS

Section 1. Officers. This corporation shall have a Chairman who shall be a Director. He/she shall be chosen by the Board of Directors prior to July 1st and shall serve until his/her successor is chosen and qualifies, but shall not serve more than two, two-year terms (total of four years) in accordance with Florida Workforce Investment Act 2000. All other officers and agents shall be chosen, serve for such terms, and have such duties as may be determined by the Board of Directors.

The Board of Directors may establish additional officers for the corporation at a regular meeting of the Board of Directors or at a special meeting held for that purpose. However, in no event shall the Board of Directors establish an officer greater than that of the Chairman of the Corporation.

Section 2. Chairman. The Chairman shall be the chief elected officer of the corporation, shall have general oversight of the business and affairs of the corporation subject to the directives of the Board of Directors and shall preside at all meetings of the Board of Directors.

Section 3. Vice-Chairman. The Vice-Chairman shall, in the absence and inability of the Chairman to serve, exercise and discharge all the powers and duties of the Chairman and act in the Chairman's stead.

Section 4. Secretary and Treasurer. The Secretary shall review meeting minutes for submittal to the Board of Directors and shall sign all Board meeting minutes upon approval by the Board of Directions.

The Treasurer shall have access to all of the corporate records including the financial records; shall review all corporate funds and financial records, shall review accounts of receipts and disbursements and render reports thereof at the meetings of the Board of Directors, at his/her discretion; and whenever else required by the Board of Directors or Chairman.

ARTICLE V

STAFF

The corporation may hire or lease staff to serve the specific needs of the corporation.

ARTICLE VI

COMMITTEES

The officers, past chair, and the standing Committee Chairperson(s), as selected by

the Chairman of the Corporation, shall constitute the Executive Committee. The Executive Committee shall act as the Financial/Audit Committee and Personnel Committee.

The Executive Committee shall have the power to act on behalf of the Board of Directors on all matters between meetings when time is of the essence. The actions of the Executive Committee are subject to ratification by the full Board of Directors. The Executive Committee shall also have such other powers as authorized by the Board of Directors.

The Chairman may appoint all Committees for the proper management of the business of the corporation. The Chairpersons of all Committees shall be members of the Board of Directors. Other Committee members must be members of the Board of Directors, except in the case of the Youth Development Council which includes Board of Directors and non-Board of Directors as members.

Each Committee shall meet at least bi-annually or as required to conduct business, and report to the Board of Directors at the next scheduled Board of Director's meeting.

The work, duties, and functions of each such Committee shall be as prescribed by the Board of Directors.

ARTICLE VII

SEAL

Escarosa does not have a corporate seal; therefore this section is inapplicable.

ARTICLE VIII

AMENDMENT

These By-laws may be amended solely by the affirmative vote of at least one vote

more than 50% of the entire membership of the Board of Directors at any meeting duly and properly called.

ARTICLE IX

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Corporation shall commence on July 1 and end on June 30 of the next ensuing year.

Section 2. Annual Review of By-laws. The Executive Committee shall at least annually review these By-laws and report thereon to the Board of Directors.

WORKFORCE ESCAROSA, INC.

Chairman, Steve Rhodes

Attest:

Secretary, Gretchen Clarke

Revised: August 4, 2017

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING

VOCATIONAL REHABILITATION

MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER SYSTEM

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the Partner) and CareerSource Escarosa d/b/a/ Workforce Escarosa, Inc (hereafter referred to as "CareerSource"), and the Chief Elected Officials of Escambia and Santa Rosa County, (hereafter referred to as CEO).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. TheOne-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the region.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The local area workforce board and the Chief Elected Officials of Escambia and Santa Rosa County have designated CareerSource to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TM); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational

Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through theOne-stop System.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource for the potential funding of the infrastructure costs of the one- stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State ofFlorida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stopSystem.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursal to local area workforce boards, as it deems appropriate.

VII. TERM

This MOU is effective July 1, 2017 through June 30, 2020, and may be renewed for an additional three-year term. This MOU may be terminated for convenience at any time by any party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this MOU.

VIII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

SIGNATURES

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date

CareerSource Escarosa:

Signature

CLIFF J. KRUT
Printed Name

6/23/17
Date

Department of Education Vocational Rehabilitation (Partner):

Signature

Printed Name

11/15/17
Date

Escambia County Commission:

Signature

D. B. Underhill, Chairman
Printed Name

10/17/2017
Date

ATTEST: Donald C. Spencer, Clerk of Court

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: B. Ellerbe ACA
Date: 10/10/17

BCC Approved 10-05-2017

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT D

MEMORANDUMS OF UNDERSTANDING

PARTNER AGENCIES

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Community Action Program Committee, Inc.

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Community Action Program Committee, Inc.**,(hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA. *Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for WIOA Partner meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers,

youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760. *Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by

either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herin expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. SIGNATURES

Career Source Escarosa:

Signature

Cliff Krut – Executive Director
Printed Name

8/3/17
Date

Community Action Program Committee, Inc.:

Signature

DOUGLAS BROWN
Printed Name

7/6/17
Date

Escambia County Commission:

Signature

D. B. Underhill, Chairman
Printed Name

OCTOBER 17, 2017
Date

BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: B. Ellis ACA
Date: 10/10/17

BCC Approved 10-05-2017

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

National Caucus Center on Black Aged, Inc.

(NCBA)

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **National Caucus Center on Black Aged, Inc. (NCBA),** (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. CareerSource Escarosa, under the direction of its Board of Directors (Escarosa Board), as he entity to serve as the Local Workforce Development Area (LWDA) 1 grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA Act. *Under WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for WIOA Partner meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers,

youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

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4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any

time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herin expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected

Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. SIGNATURES

Career Source Escarosa:

Signature

Cliff Krut – Executive Director
Printed Name

Date

Escambia County Commission:

Signature

D. B. Underhill, Chairman
Printed Name

10/17/2017
Date

National Caucus Center on Black Aged, Inc.

Signature

Wanda A. Payne
Printed Name

Date

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date

ATTEST: Donald C. Spencer, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: B. Ellis-b ACA
Date: 10/10/17

BCC Approved 10-05-2017

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
CURRICULUM AND INSTRUCTION
SCHOOL BOARD AGENDA EXECUTIVE SUMMARY

Item Number: V.b.1. K.2.

TITLE
Memorandum of Understanding Between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and the School Board of Escambia County, Florida

SUBMITTED BY
Dr. Michelle Taylor, Director, Workforce Education

PERIOD OF GRANT CONTRACT REQUEST	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT
July 1, 2017 - June 30, 2018	N/A	Dr. Michelle Taylor, Director, Workforce Education

AMOUNT OF FUNDING REQUEST *Is amount more, less or same as last year?*	TOTAL PROJECT *Is the amount more, less or same as last year?*
N/A	N/A

PURPOSE

The purpose of this Memorandum of Understanding is to affirm the cooperative workforce training, employment and economic development efforts of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and outline the actions to be taken by each to coordinate the efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

IMPLEMENTATION PLAN

1. Workforce Education Director participates in CareerSource Escarosa Partners' Council quarterly meetings.
2. Collaborate to provide district staff and student access to One-Stop Center workforce services and programs.
3. Enter in an Infrastructure Funding Agreement by January 1, 2018.

PARTICIPATING SCHOOLS/AGENCIES

CareerSource Escarosa
George Stone Technical Center
All district high schools

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – *Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.*

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.8. Increase postsecondary measures through Career Placement Program Rate, Adult Education Completion, and Postsecondary Industry Certifications.

DIRECTOR	DATE	
Michelle L. Taylor	8/1/17	
ASSISTANT SUPERINTENDENT	DATE	DATE OF BOARD APPROVAL
	8/1/17	APPROVED ESCAMBIA COUNTY SCHOOL BOARD AUG 15 2017

Revised: June 2017
Retention: 5 years

KEEP FOR YOUR RECORDS

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
D/B/A CAREERSOURCE ESCAROSA
AND THE
SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

I. PARTIES

This Memorandum of Understanding (MOU) is made pursuant to the Rehabilitation Act of 1973, 29 U.S. Code section 721(a)(11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014 and is entered into between the School Board of Escambia County (hereafter referred to as the "Board") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as "CareerSource Escarosa").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Board and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Board to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

III. PROVISION OF SERVICES

The Chief Elected Officials (CEOs) of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to the Local Workforce Development Area One (1) (LWDA 1) by federal and state workforce programs.

A. CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Board regarding improvements, changes and/or additions.

2. Coordinate with the Board to provide access to workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Board to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.

4. Coordinate with the Board for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with section 678.700 through section 678.755 of the WIOA and the funding of shared services and operating costs in accordance with section 678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

   Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each One-Stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA section 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one (1) comprehensive One-Stop Career Center within the LWDA 1 that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations).

7. Provide an area for the Board's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules and procedures and applicable Florida statutes and rules.

B. The Board will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services including access to technology and materials that are available through the One-Stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the One-Stop Career Centers in accordance with section 678.700 through section 678.755 and the funding of shared services and operating costs in accordance with section 678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

   Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each One-Stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA section 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required Boards. Once signed, the IFA will be attached to the existing MOU as an addendum.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the Board's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Board for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

9. The School Board of Escambia County, Florida agrees to indemnify CareerSource Escarosa to the extent and only to the extent of the limits set forth in section 768.28(5), F.S. and then only for the negligent or wrongful act or omission of any officer or employee

acting within the scope of the officer's/employee's office or employment under the circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28(9) F.S.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop System.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one (1)-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this MOU.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa One-Stop System partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of the Board's services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy or genetic information.

The One-Stop System partner will assure compliance with the Americans with Disabilities Act of 1990 (ADA), and its amendments, which prohibits discrimination on the basis of disability. as well as applicable regulations and guidelines issued pursuant to the ADA.

The Board agrees to comply fully with the WIOA; Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities: the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa and the District and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's CEOs. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEO shall conduct oversight with respect to the One-Stop System.

MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
D/B/A CAREERSOURCE ESCAROSA
AND THE
SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have entered into this MOU effective July 1, 2017 through June 30, 2018.

CareerSource Escarosa:

Katherine C Karshna

~~Cliff Krut, Executive Director~~
Katherine Karshna, Interim Director

9-5-17
Date

Escambia County Commission:

D.B. Underhill, Chairman

10/17/2017
Date

Attest: Pam Childers,
Clerk of the Circuit Court

Deputy Clerk

10-05-2017
BOCC Approved

Approved as to form and legal sufficiency.

By/Title: R. Ellis IA AAA
Date: 10/10/17

School Board of Escambia County, Florida:

Gerald W Boone

~~Linda Moultrie, Chair~~
Gerald W Boone

8-31-17
Date

Attest:

Malcolm Thomas

Malcolm Thomas, Superintendent

8-31-17
Date

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

AUG 15 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

School District of Santa Rosa County

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **School District of Santa Rosa County** (hereafter referred to as "the Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers,

youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one- stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. SIGNATURES

Career Source Escarosa:

Signature

Cliff Krut – Executive Director
Printed Name

7/7/17
Date

School District of Santa Rosa County:

Signature

Scott Peden
Printed Name

July 6, 2017
Date

SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT

JUL -6 2017

APPROVED-IN SESSION

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date

ATTEST: Donald C. Spencer, Clerk of Court

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM

And The District Board of Trustees of Pensacola State College, Florida (PSC)

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the **The District Board of Trustees of Pensacola State College, Florida** (hereafter referred to as the College) and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**)

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the College and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the College to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The local area workforce board d/b/a CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa Counties as the administrative entity, grant recipient and fiscal agent.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the College regarding improvements, changes, and/or additions.
2. Coordinate with the College to provide access to workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation

for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinate with the College to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.

4. Coordinate with the College for the funding of the infrastructure costs of the One-Stop career centers in accordance with 20 CFR §678.700 through §678.755 of the federal regulations promulgated under WIOA and the funding of shared services and operating costs in accordance with 20 CFR §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 7:30 am until 4:30 pm, Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the College's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The College will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one-stop career centers in accordance with 20 CFR §678.700 through §678.755 and the funding of shared services and operating costs in accordance with 20 CFR §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR §361.505 and 34 CFR §361.720

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop System.

5. Provide CareerSource Escarosa with monthly outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the One-Stop collaboration, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the Colleges's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the College for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party; provided however, that College shall not be prohibited from releasing any records deemed a public record and required to be released pursuant to Chapter 119, Florida Statutes.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills-deficient for individualized career services and training services funded with WIOA adult funds.

VIII. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of One-Stop partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

One-Stop Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the College, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

X. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-Stop System.

XI. NO PARTNERSHIP OR JOINT VENTURE

This Agreement is styled as a "One-Stop Partner Agreement" for purposes of compliance with the Workforce Innovation and Opportunity Act of 2014 and the Federal regulations promulgated thereunder. The use of the term "partner" herein is not a designation of a business entity and refers only to the collaboration of the parties to this agreement to provide public services under the Act and shall in no way signify that the parties agree or purport to be bound under the partnership laws of the State of Florida set forth in Chapter 620, Florida States. Nothing herein contained shall constitute a business partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by

any representation, act or omission of the other in any manner contrary to the provisions hereof.

XII. SIGNATURES

Career Source Escarosa:

Signature

Cliff Krut – Executive Director
Printed Name

8/1/17
Date

The District Board of Trustees of Pensacola State College, Florida:

Signature

C. Edward Meadows, President
Printed Name

Date

Escambia County Commission:

Signature

D. B. Underhill, Chairman
Printed Name

10/17/2017
Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole
Printed Name

9-28-17
Date

ATTEST: Donald C. Spencer, Clerk of Court

Approved as to form:

Thomas J. Gilliam, Jr. General Counsel
for Pensacola State College

Approved as to form and legal sufficiency.

By/Title: B. Ellis Mc ASA
Date: 10/10/17

BCC Approved 10-05-2017

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Tri-County Community Council, Inc.

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Tri-County Community Council, Inc.** (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

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4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council Meeting and participate in quarterly meetings.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed

for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herin expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUAL WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board

in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. SIGNATURES

Career Source Escarosa:

Signature

Cliff Krut – Executive Director
Printed Name
8/3/17
Date

Tri-County Community Council, Inc.:

Signature

Joel Paul, Jr., Executive Director
Printed Name
6-28-2017
Date

Santa Rosa County Commission:

Signature
Robert A. "Bob" Cole
Printed Name
9-28-17
Date

ATTEST: Donald C. Spencer, Clerk of Court

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Cornerstone Solutions, Inc. – Job Corps Services

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into between the **Cornerstone Solutions, Inc. – Job Corps Services**, (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

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The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is the one-stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

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III. PROVISION OF SERVICES

A. The local area workforce board dba CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa Counties as the administrative entity, grant recipient and fiscal agent.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

9/13/2017

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9/13/2017

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9/13/2017

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9/13/2017

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XII. SIGNATURES

Career Source Escarosa:

Signature

Katherine Karshna, Interim Director
Printed name

9-19-2017
Date

Cornerstone Solutions Inc. – Job Corps Services

Signature

Ronald E. Jones, President and CEO
Printed Name

9/13/2017
Date

Cornerstone Solutions, Inc.
1526 East Forrest Avenue
Suite 280, Jefferson Station
East Point, GA 30344
401496173 99 (V)
401766 4838 (F)

Escambia County Commission:

Signature

Printed Name

Date

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole
Printed Name

Date

ATTEST: Donald C. Spencer

CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

9/13/2017

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

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Signature

Katherine Karshna, Interim Director

Printed name

9-19-2017

Date

Cornerstone Solutions Inc. – Job Corps Services

Signature

Ronald E. Jones, President and CEO

Printed Name

9/13/2017

Date

Cornerstone Solutions, Inc.
1526 East Forrest Avenue
Suite 280, Jefferson Station
East Point, GA 30344
4049617399 (V)
4041766483 (F)

Escambia County Commission:

Signature

Printed Name

Date

Santa Rosa County Commission:

Signature

Robert A. "Bob" Cole

Printed Name

Date

ATTEST: Donald C. Spencer, Clerk of Court

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

9/13/2017

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Florida Department of Education, Division of Blind Services

IA-840

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Florida Department of Education, Division of Blind Services**, (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

VI. TERM

The term of this MOU shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020, and may be renewed for an additional three-year term. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in

partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. DISPUTE RESOLUTION

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners it identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CED of CareerSource and the Director of the Division of Blind Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.

IF dissatisfied with the decision, the dispute may be files with the State of Florida Department of economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Division of Blind Services, Partner or impose other remedies to resolve the issue.

XIII. SIGNATURES

APPROVED BY: CareerSource Escarosa		APPROVED BY PARTNER: Florida Department of Education	
By:	Sheryl Rehberg	By:	Pam Stewart
Name:	Sheryl Rehberg	Name:	Pam Stewart
Title:	Executive Director	Title:	Commissioner of Education
Date:		Date:	2/1/18

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

2-22-18
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: Donald C Spencer by Michael Burton, Chief Deputy
Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: B Ellistin AA
Date: 03/05/2018

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT E

PUBLIC COMMENTS

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

TWO-YEAR MODIFICATION

ATTACHMENT E

PUBLIC COMMENTS

From: Knight, Charlin <KnightC@santarosa.k12.fl.us>
Sent: Friday, February 16, 2018 8:57 AM
To: Sims, Janay
Subject: RE: (EXT) LWDB WIOA Plan Two Year Modification

Hey Janay, I noticed the Locklin is referenced in the document as Locklin Vo-Tech. That should be Locklin Tech. Thank you for giving me a chance to look at this. If I see anything else, I will let you know.

Charlin Knight
Director of Workforce Education
Santa Rosa County School District
www.srcsdworkforceeducation.weebly.com
office: (850)983-5058
mobile: (850)748-4349

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From: Sims, Janay [mailto:JSims@Careersourceescarosa.com]
Sent: Thursday, February 15, 2018 12:43 PM
To: Sheila Fitzgerald (sheilaf@santarosa.fl.gov) <sheilaf@santarosa.fl.gov>; Tonya Gant (trgant@myescambia.com) <trgant@myescambia.com>; Dana Mullins <mullda@penair.org>; Erin Spicer <ESpicer@pensacolastate.edu>; Gilbert, Tawana S (Tawana.Gilbert@vr.fldoe.org) <Tawana.Gilbert@vr.fldoe.org>; graciejax@aol.com; Gretchen Clarke <gclarke@appriver.com>; Jade Kelly (jadekelly@eastman.com) <jadekelly@eastman.com>; Kathaleen L. Cole (KCole@edaff.com) <KCole@edaff.com>; katrina.simpkins@gce.org; Knight, Charlin <KnightC@santarosa.k12.fl.us>; Kristine C. Rushing (krushing@teambeck.com) <krushing@teambeck.com>; Mark V. Lewellyn (mark-lewellyn@cox.net) <mark-lewellyn@cox.net>; Michelle Kaufman <Michelle_Scaglione@navyfederal.org>; Michelle Taylor <mtaylor4@escambia.k12.fl.us>; Russel Branch <rustybranch@mac.com>; shep537@kellyservices.com; Steve Rhodes (skrhodes@southernco.com) <skrhodes@southernco.com>; Tina Stewart <tina@santarosa.fl.gov>
Cc: Rehberg, Sheryl <SRehberg@Careersourceescarosa.com>
Subject: (EXT) LWDB WIOA Plan Two Year Modification

CAUTION!!! This Message originated OUTSIDE the district. CAUTION!!!

In January, 2018, CareerSource Florida and the Florida Department of Economic Opportunity (DEO) issued instructions to Local Workforce Development Boards regarding modifications to the local four-year plans. Attached is a working draft of the plan for your review and comments. Modifications are highlighted. The public comment period begins February 16, 2018 and closes on March 18, 2018. Any comments or questions are welcomed and should be directed to the Executive Director, Sheryl Rehberg, at srehberg@careersourceescarosa.com.

Thank you,

Janay Sims
Executive Secretary

CareerSource Escarosa
3670-2A North L Street, 2nd Floor

Pensacola, Florida 32505
P: 850.473.0939 Ext 293
F: 850.473.0935

CareerSource ESCAROSA

www.careersourceescarosa.com

From: Tina Stewart <tina@santarosa.fl.gov>
Sent: Monday, February 19, 2018 9:56 AM
To: Rehberg, Sheryl
Cc: Sims, Janay
Subject: RE: LWDB WIOA Plan Two Year Modification

Good morning Sheryl,
Thank you so much for highlighting the changes in this document. It made it much easier to read. I only saw one thing and that was on page 15 where It says "Locklin Vo-Tech" it should be Locklin Technical School.

Thanks!

Tina Stewart
Business Development Manager | Santa Rosa Economic Development Office
6491 Caroline Street, Suite 4 | Milton, FL 32570
Phone: 850.981.2071 | Cell: 850.418.1246

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SantaRosaEDO.com | EDO Twitter

From: Sims, Janay [mailto:JSims@Careersourceescarosa.com]
Sent: Thursday, February 15, 2018 12:43 PM
To: Sheila Fitzgerald <sheilaf@santarosa.fl.gov>; Tonya Gant (trgant@myescambia.com) <trgant@myescambia.com>; Dana Mullins <mullda@penair.org>; Erin Spicer <ESpicer@pensacolastate.edu>; Gilbert, Tawana S (Tawana.Gilbert@vr.fldoe.org) <Tawana.Gilbert@vr.fldoe.org>; graciejax@aol.com; Gretchen Clarke <gclarke@appriver.com>; Jade Kelly (jadekelly@eastman.com) <jadekelly@eastman.com>; Kathaleen L. Cole (KCole@edaff.com) <KCole@edaff.com>; katrina.simpkins@gce.org; Knight, Charlin <KnightC@mail.santarosa.k12.fl.us>; Kristine C. Rushing (krushing@teambeck.com) <krushing@teambeck.com>; Mark V. Lewellyn (mark-lewellyn@cox.net) <mark-lewellyn@cox.net>; Michelle Kaufman <Michelle_Scaglione@navyfederal.org>; Michelle Taylor <mtaylor4@escambia.k12.fl.us>; Russel Branch <rustybranch@mac.com>; shep537@kellyservices.com; Steve Rhodes (skrhodes@southernco.com) <skrhodes@southernco.com>; Tina Stewart <tina@santarosa.fl.gov>
Cc: Rehberg, Sheryl <SRehberg@Careersourceescarosa.com>
Subject: LWDB WIOA Plan Two Year Modification

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Thank you,

Janay Sims
Executive Secretary

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3670-2A North L Street, 2nd Floor
Pensacola, Florida 32505
P: 850.473.0939 Ext 293
F: 850.473.0935

CareerSource ESCAROSA

www.careersourceescarosa.com

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13650 **County Administrator's Report** **11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Contract Award for Resolicit Custodial Services for Various County Buildings
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Resolicit Custodial Services for Various County Buildings - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the agreement between Escambia County and American Facility Services, Inc., per the terms and conditions of PD 17-18.014, Resolicit Custodial Services for Various County Buildings, for one year with two one year renewals based on the following:

General Buildings (Facilities Management) - $658,032
Libraries - $111,660
Solid Waste - $23,556
Road Department - $11,940
Tax Collector - $18,960
ECAT - $34,080

General Buildings Additional Area Cleaning Costs as required:
VCT: Strip/Wax (4 coats) - $0.28 per sq. ft.
Ceramic: Scrub - $0.12 per sq. ft.
Carpet Shampoo - $0.14 per sq. ft.
Window Cleaning Exterior(Outside of Scope)- $0.10 per sq. ft.
Window Cleaning Interior (Outside of Scope)- $0.08 per sq. ft.

Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site
Century Library - $175
Genealogy Library - $100
Legion Field - $175
Molino Library - $100
SW Library - $100

Tryon Library - $100
W. Florida Regional Library - $100
Additional Hourly Rate - $12.50

Fund 001, Cost Center 310202, Object Code 53401 (Facilities) $649,332 (Weekly Cleaning) + $29,000 (Additional Services) = $678,332
Fund 501, Cost Center 150112, Object Code 53401 (Employee Health Clinic) $8,700 (Weekly Cleaning) + $1,000 (Additional Services) = $9,700
Fund 113, Cost Center 110501, Object Code 53401 (Library) $111,660 (Weekly Cleaning) + $2,312.04 (Additional Services) = $113,972.04
Fund 175, Cost Center 210401, Object Code 53401, (Roads) $11,940 (Weekly Cleaning) + $2,596 (Anticipated Additional Services) = $14,536
Fund 401, Cost Center 230301, Object Code 53401, (Solid Waste) $ 12,000
Fund 401, Cost Center 230306, Object Code 53401, (Solid Waste) $7,500
Fund 401, Cost Center 230307, Object Code 53401, (Solid Waste) $900
Fund 401, Cost Center 230314, Object Code 53401, (Solid Waste) $7,500
(Tax Collector) $18,960
Fund 104, Cost Center 211217, Object Code 54601 (ECAT) $34,080

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on December 4, 2017. Twenty Five contractors were notified. A Non-Mandatory Pre-Solicitation Conference was held on December 12, 2017. One firm as represented at that meeting. Bids were received from five contractors on January 4, 2018.

- 3H Services System, Inc. had errors in tabulation of their total bid. When presented with these errors, the firm refused to accept the revised total.
- CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).
- Service Management Systems, Inc. did not provide any unit prices and thus did not meet the requirements of the bid and the County was unable to confirm their pricing.

American Facility Services, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Fund 001, Cost Center 310202, Object Code 53401 (Facilities) $649,332 (Weekly Cleaning) + $29,000 (Additional Services) = $678,332
Fund 501, Cost Center 150112, Object Code 53401 (Employee Health Clinic) $8,700 (Weekly Cleaning) + $1,000 (Additional Services) = $9,700
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Fund 401, Cost Center 230314, Object Code 53401, (Solid Waste) $7,500
(Tax Collector) $18,960
Fund 104, Cost Center 211217, Object Code 54601 (ECAT) $34,080

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual.

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 Standalone Contract and PO.

Attachments

Agreement
Award Bid Tabulation
Bid Tabulation

AGREEMENT RELATING TO CUSTODIAL SERVICES
SOLICITATION # P.D. 17-18.014

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and American Facility Services, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 62-1346033, whose principal address is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004.

WITNESSETH:

WHEREAS, on December 4, 2017, the County issued an Invitation to Bidders (P.D. 17-18.014) seeking a contractor to provide professional custodial services for various County buildings; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms by providing written notice no later than thirty (30) days prior to the expiration of the current term.

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may unilaterally extend this Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) 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 three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Custodial Services for Various County Buildings, Specification No. P.D. 17-18.014*, 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. Additional emergency services may be requested by the County on an as-needed basis during emergency events such as hurricanes and other natural disasters.

4. Compensation. County shall pay Contractor for custodial services in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all custodial consumable supplies, equipment, and labor necessary to perform the

scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. 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.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) 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; and

(d) Fidelity Bond with $1,000,000 000 per occurrence coverage limit.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. 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.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: American Facility Services, Inc. Attention: President 1325 Union Hill Industrial Court, Suite A Alpharetta, GA 30004	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice

was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The 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.

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

13. 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.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. 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.

16. 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.

17. 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.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: AMERICAN FACILITY SERVICES, INC.

By: _____
Kevin McCann, President

_____
Corporate Secretary

Date: _____

[SEAL]

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Resolicit Custodial Services for Various County Buildings
SPECIFICATION NUMBER PD 17-18.014

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, January 4, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:30 PM CST, December 12, 2017**

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

Assistance:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: edweddington@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Resolicit Custodial Services for Various County Buildings
SPECIFICATION PD 17-18.014

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Letter from Insurance Carrier as Specified in the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to do Business from the State of Florida
- Occupational License

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Resolicit Custodial Services for Various County Buildings
PD 17-18.014

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Resolicit Custodial Services for Various County Buildings

Solicitation Number PD 17-18.014

Solicitation

MAILING DATE: December 4, 2017
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:30 PM CST, December 12, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, January 4, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

Bid Form
Specification PD 17-18.014
Resolicit Custodial Services for Various County Buildings

	Monthly Total	Yearly Total
General Buildings	$_____	$_____
Libraries	$_____	$_____
Solid Waste	$_____	$_____
Road Department	$_____	$_____
Tax Collector	$_____	$_____
ECAT	$_____	$_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
320	4 H Center 3730 Stefani Road Pensacola, FL 32533	9,050	5	Mon-Fri	_____ per month, x 12 =	_____
71	Agricultural Extension Services 3740 Stefani Rd. Pensacola, FL 32533	7,000	5	Mon-Fri	_____ per month, x 12 =	_____
46	Animal Shelter 200 W. Fairfield Dr. Pensacola, FL 32501	9,127	5	Mon-Fri	_____ per month, x 12 =	_____
179A	Archives Building Archives Warehouse 120 E. Blount St. Pensacola, FL 32501	10,370 5,000	5 1	Mon-Fri Mon	_____ per month, x 12 = _____ per month, x 12 =	_____ _____
223	Barrineau Park CC 6055 Barrineau Park School Rd. Molino, FL 32577	9,888	1	Wed	_____ per month, x 12 =	_____
73	Beulah Community Center 7425 Woodside Rd. Pensacola, FL 32526	3,155	2	Tues & Fri	_____ per month, x 12 =	_____
4 **	Big Lagoon Sheriff Station 12950 Gulf Beach Hwy Pensacola, FL 32507	1,100	1	Wed	_____ per month, x 12 =	_____
123	Brownsville Community Center 3200 W. Desoto Street Pensacola, FL 32505	32,948	6	Mon-Sat	_____ per month, x 12 =	_____
123	Bryneville Community Center 1701 Hwy 4A Century, FL 32535	3,540	1	Wed	_____ per month, x 12 =	_____
295	Central Office Complex 3363 W. Park Place Pensacola, FL 32503	74,630	5	Mon-Fri	_____ per month, x 12 =	_____
61	Century Courthouse 7500 N. Century Blvd Century, FL 32535	5,206	2	Tue & Thur	_____ per month, x 12 =	_____
65	Century EMS 6029 Industrial Blvd. Century, FL 32535	4,115	1	Thur	_____ per month, x 12 =	_____
130 **	Community Probation Courtroom 2251 N. Palafox Pensacola, FL 32501 *** High Security Office (Restroom must be cleaned with employees present). Background Check**	13,100 1,100	5 1	Mon-Fri Monthly	_____ per month, x 12 = _____ per month, x 12 =	_____ _____
56	Court Administration 100 Maxwell Street Pensacola, FL 32501	865	5	Mon-Fri	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
62	Davisville Community Center 10200 Hwy 97 Bratt, FL 32535	7,124	1	Thurs	_____ per month, x 12 =	_____
63	Dorrie Miller Community Center 2819 N. Miller St Pensacola, FL 32503	1,965	2	Mon-Fri	_____ per month, x 12 =	_____
241	Ebonwood Community Center 3511 W. Scott St. Pensacola, FL 32505	2,964	2	Tue & Fri	_____ per month, x 12 =	_____
66	Employee Health Clinic Human Relations Commission 2257 N. Baylen Pensacola, FL 32501	6,158 791	6 5	Mon-Sat Mon-Fri	_____ per month, x 12 = _____ per month, x 12 =	_____ _____
256	EMS @ Lions Eye Clinic 1135 W Hayes St. Pensacola, FL 32501	615	2	Mon & Thur	_____ per month, x 12 =	_____
6	EMS @ Pleasant Grove Fire Station 9350 Gulf Beach Hwy Pensacola, FL 32507	122	1	Sat or Sun	_____ per month, x 12 =	_____
231	EMS @ Osceola Fire 2601 Massachusetts Pensacola, FL 32505	200	2	Wed & Sat	_____ per month, x 12 =	_____
314	Englewood Neighborhood Center 2749 N H St Pensacola, FL 32501	1,180	1	Tues	_____ per month, x 12 =	_____
68	Englewood Community Center 2751 N H St Pensacola, FL 32501	10,824	2	Tue & Fri	_____ per month, x 12 =	_____
121 **	Ensley Sheriff Sub-Station 97 Hood Dr. Pensacola, FL 32534	3,606	2	Tue & Fri	_____ per month, x 12 =	_____
189	Equestrian Center Admin 7750 Mobile Hwy. Pensacola, FL 32526	774	1	Fri	_____ per month, x 12 =	_____
242	Ernie L. Magaha Bldg. 221 Palafox Pl. Pensacola, FL 32502	126,700	5	Mon-Fri	_____ per month, x 12 =	_____
258	Government Complex Parking Garage 49 W. Intendencia Pensacola, FL 32501 *** Includes 2 Stairwells, Elevator and Trash Receptacle on Each Level**	833	1	Fri	_____ per month, x 12 =	_____
45 **	Escambia County Visitation 1190 W. Leonard St. Pensacola, FL 32501 ***Sheriff Training Area: Offices to be Cleaned during Business Hours. Hallways after Hours.**	31,249	5	Mon-Fri	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
179	Facilities Management	17,058	5	Mon-Fri	_____ per month, x 12 =	_____
	Supervisor of Elections Warehouse 100 E. Blount St. Pensacola, FL 32501	5,630	2	Tues & Thur	_____ per month, x 12 =	_____
72	Felix Miga Center 904 N. 57th Pensacola, FL 32506	13,670	5	Mon-Fri	_____ per month, x 12 =	_____
203	Government Complex - Administration 1651 N. Nine Mile Rd. Pensacola, FL 32514	8,319	5	Mon-Fri	_____ per month, x 12 =	_____
80 **	Juvenile Justice Center (JJC) 1800 St. Marys Ave. Pensacola, FL 32502	51,083	5	Mon-Fri	_____ per month, x 12 =	_____
	Juvenile Justice Center **JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day**					
	Juvenile Justice Detention Center **JJC Detention Center must be Cleaned after 9pm**	30,355	5	Mon-Fri	_____ per month, x 12 =	_____
	Juvenile Justice Assessment Center **JJC Assessment Center: Employees must be escorted by Corrections Staff** *** High Security Office** **Note: Special Conditions**	12,036	5	Mon-Fri	_____ per month, x 12 =	_____
255	Leonard Street Maintenance 1135 W Hayes St. Pensacola, FL 32501	1,200	1	1 Day a Week	_____ per month, x 12 =	_____
267	Lexington Terrace Community Center 700 S. Old Corry Field Rd. Pensacola, FL 32523	2,964	2	Wed & Fri	_____ per month, x 12 =	_____
181	Marie Ella Davis Community Center 16 Raymond St. Pensacola, FL 32507	1,965	1	Sat or Sun	_____ per month, x 12 =	_____
301	Marie K. Young Community Center 6405 Wagner Road Pensacola, FL 32501	13,200	2	Tues & Fri	_____ per month, x 12 =	_____
49	Matt Langley Bell 213 S. Palafox Pensacola, FL 32501	16,200	5	Mon-Fri	_____ per month, x 12 =	_____
217	Mayfair Community Center 701 S. Madison Dr. Pensacola, FL 32505	1,965	2	Wed & Sat	_____ per month, x 12 =	_____
124 **	Molino Sheriff Sub-Station 5844 N. Hwy 29 Pensacola, FL 32577	2,000	2	Wed & Sat	_____ per month, x 12 =	_____
302	Molino Tax Collector & Property Appraiser 6440 N Hwy 95A Pensacola, FL 32577	7,133	5	Mon-Fri	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
292	Molino Community Center 6450 N Hwy 95A Pensacola, FL 32577	11,280	2	Wed & Sat	_____ per month, x 12 =	_____
292	Molino Cafeteria Dining & Restrooms 6450 N Hwy 95A Pensacola, FL 32577	1,400	2	Mon & Thur	_____ per month, x 12 =	_____
260	Mosquito Control Administration	2,978	1	Friday	_____ per month, x 12 =	_____
261	Mosquito Garage Restroom 601 Hwy 297A Cantonment, FL 32533	80	1	Friday	_____ per month, x 12 =	_____
153	Oak Grove Community Center 2550 Hwy 99 Oak Grove, FL 32568	1,636	1	Friday	_____ per month, x 12 =	_____
59	Old Courthouse 223 S. Palafox St. Pensacola, FL 32501	40,680	5	Mon-Fri	_____ per month, x 12 =	_____
178	Supervisor of Election/Purchasing Old Ordon/Orvis Bldg 201 S. Palafox St. Pensacola, FL 32502	22,900	5	Mon-Fri	_____ per month, x 12 =	_____
139 **	Pensacola Beach Sheriff Substation 43 Ft. Pickens Rd. Pensacola, FL 32561	2,845	3	Mon, Wed & Fri	_____ per month, x 12 =	_____
305	Perdido Key Community Center & Welcome Station 15500 Perdido Key Dr. Pensacola, FL 32507	5,155	1	Sat or Sun	_____ per month, x 12 =	_____
224	Public Safety 6575 N. W St. Pensacola, FL 32505	60,310	5	Mon-Fri	_____ per month, x 12 =	_____
185	Quintette Community Center 2490 Quintette Lane Cantonment, FL 32533	1,965	1	Fri	_____ per month, x 12 =	_____
113 **	Sheriff Administration 1700 W. Leonard St. Pensacola, FL 32501 **Must be cleaned during normal business hours**	108,927	5	Mon-Fri	_____ per month, x 12 =	_____
113 **	Sheriff Maintenance Garage 3101 H. Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	15,680	5	Mon-Fri	_____ per month, x 12 =	_____
113 **	Sheriff Investigations 1600 W. Leonard Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	600	5	Mon-Fri	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
157	Walnut Hill Community Center 7850 Hwy 97 Walnut Hill, FL 32568	4,823	1	Wed	_____ per month, x 12 =	_____
182 **	Walnut Hill Sheriff Sub-Station 7850 Hwy 97 Walnut Hill, FL 32568	1,050	2	Tues & Thur	_____ per month, x 12 =	_____
303 **	Warrington Sheriff Substation 30 N. Navy Blvd Pensacola, FL 32507	6,000	2	Tue / Thur	_____ per month, x 12 =	_____
325	Warrington Tax Collector 4051 Barrancas Avenue Suite A Pensacola, FL 32507	9,515	5	Mon-Fri	_____ per month, x 12 =	_____
173	Wind Mitigation Bldg. 3740 Stefani Rd. Pensacola, FL 32501	3,139	5	Mon-Fri	_____ per month, x 12 =	_____
	Facilities Mgmt (General Buildings) Total	**871,040**		**Total**	_____ per month, x 12 =	_____
**	**Require Background Check & Cleaned During Normal Business Hours**					
LIBRARIES						
264	Century Library 7991 Century Blvd. Century, FL 32535	2,966	5	Tue - Sat	_____ per month, x 12 =	_____
310	Genealogy Library 5740 N 9th Ave Pensacola, FL 32504	7,126	5	Tue - Sat	_____ per month, x 12 =	_____
318	Legion Field Library 1301 W. Gregory St. Pensacola, FL 32533	3,545	6	Mon - Sat	_____ per month, x 12 =	_____
292	Molino Library 6450 N Hwy 95A Pensacola, FL 32577	4,320	6	Mon - Sat	_____ per month, x 12 =	_____
232	SW Library 12248 Gulf Beach Hwy. Pensacola, FL 32507	7,295	6	Mon - Sat	_____ per month, x 12 =	_____
308	Tryon Library 1200 Langley Ave. Pensacola, FL 32504	12,045	6	Mon - Sat	_____ per month, x 12 =	_____
307	W Florida Regional Library 239 N. Spring St. Pensacola, FL 32502	50,957	7	Mon - Sun	_____ per month, x 12 =	_____
	Library Total	**88,254**		**Total**	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Solid Waste						
	Solid Waste 13009 Beulah Road Pensacola, FL 32526					
273	Solid Waste - Administration	8,046	5	Mon-Fri	_____ per month, x 12 =	_____
27	Solid Waste -- Operations Garage **Clean Microwave each day** **Buff floors once a week**	4,206	6	Mon-Sat	_____ per month, x 12 =	_____
251	Solid Waste - Hazardous House Waste **Clean Microwave each day** **Buff floors once a week**	280	5	Mon-Fri	_____ per month, x 12 =	_____
30281	Solid Waste - Guard Trailer	685	1	1 Day a Week	_____ per month, x 12 =	_____
28	Solid Waste - Scale House **Clean Microwave each day**	357	6	Mon-Sat	_____ per month, x 12 =	_____
316	Solid Waste - Scale House 2906 N. Palafox Street Pensacola, FL 32501	315	1	1 Day a Week	_____ per month, x 12 =	_____
	Solid Waste Total	**13,889**		**Total**	_____ per month, x 12 =	_____
Road Department						
	Road Department 601 Hwy 297A Pensacola, FL 32533					
37	Road Department - Administration	2,730	5	Mon-Fri	_____ per month, x 12 =	_____
39	Road Department - Wellness Center	1,668	5	Mon-Fri	_____ per month, x 12 =	_____
270	Road Department - Modular Trailer	760	5	Mon-Fri	_____ per month, x 12 =	_____
41A	Road Department - Modular Trailer	760	5	Mon-Fri	_____ per month, x 12 =	_____
36	Road Department - Fleet Maintenance	2,300	5	Mon-Fri	_____ per month, x 12 =	_____
187	Road Department - Fuel Operations Trailer	720	5	Mon-Fri	_____ per month, x 12 =	_____
	Road Department Total	**8,938**		**Total**	_____ per month, x 12 =	_____
Tax Collector						
219	Marcus Point Tax Collector 6451 "W" Street Pensacola, FL 32505 **Public Restrooms are to be cleaned twice a day**	10,038	5	Mon-Fri	_____ per month, x 12 =	_____
	Tax Collector's Total	**10,038**		**Total**	_____ per month, x 12 =	_____
ECAT						
	ECAT 1515 W Fairfield Drive Pensacola, FL 32501					
	Office Areas		5	Mon - Fri		
	Restrooms		6	Mon - Sat		
	***Passenger Restrooms Start at 2 p.m. Daily**					
	Kitchen / Breakroom Area		6	Mon - Sat		
	ECAT Total	**12,750**		**Total**	_____ per month, x 12 =	_____

Additional Area Cleaning Cost:

VCT: Strip / Wax (4 coats)	$ _____ per sq. ft.
Ceramic: Scrub	$ _____ per sq. ft.
Carpet: Shampoo	$ _____ per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$ _____ per sq. ft.
Window Cleaning Interior (Outside of Scope)	$ _____ per sq. ft.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.

Yes ☐ No ☐

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number _____

Occupational License # _____

Terms of Payment (check one)
Net 30 days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____

Will your company accept Escambia County Purchasing Cards? Yes ____ No ____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **$1,000.00**.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_☐_ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_☐_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.014, "Resolicit Custodial Services for Various County Buildings", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/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/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in

person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bid Form

This solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder’s Checklist included in this solicitation provides instructions to the bidder on the documentation to be submitted during the procurement process.

5. Procurement Questions

Questions may be directed to Emily D. Weddington, CPPB, Purchasing Specialist, at edweddington@myescambia.com. Last day for questions will be December 18, 2017 at 5:00 p.m. CST.

6. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing in Conference Room #11.407 on December 12, 2017 at 1:30 p.m. CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

Inspection of Facilities: It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, Facilities Management, Division Manager, (850) 595-4634.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Protection of Property/Security

The awarded vendor shall take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, of Escambia County employees, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly post signs for slipping, tripping, and falling hazards at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) 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.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

15. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.
B. Time of performance (i.e., hours of the day, days of the week, etc.).
C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

16. Additional Quantities

For the duration of this contract and any extensions, the right is reserved to purchase any amount of additional quantities of service at the prices offered in this Solicitation. If additional days are required they will be calculated on the monthly and annual cost provided on the bid form.

17. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

18. Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

21. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess,

as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Emily D. Weddington, CPPB, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   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.

H. Fidelity/Dishonesty Coverage - for Employer

Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

21. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Scope of Work

Contractor shall provide all labor, supplies and equipment to perform required services. The scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management. DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this bid.

Office/Conference Areas (Each Occurrence):

- Trash Receptacles - Empty trash in designated areas, replace liners in the receptacle.
- Sanitize telephone and telephone handsets.
- Remove trash from behind doors and entrance ways.
- Vacuum all carpeted areas.
- Spot clean carpet (as spots appear).
- Clean and dust all room furniture and fixtures.
- Wash interior windows (as needed).
- Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
- Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
- Wipe and clean ceiling light fixture covers (as needed).
- Recycle Receptacles - Empty recyclables to designated areas.

Resilient Floor Area (Each Occurrence):

- Sweep floors.
- Dust mop marble, hardwood, and ceramic floors with dust treatment.
- Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
- Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
- Wall Baseboards - Clean and keep free of dust and wax build up.

Gymnasium Floor Area (Each Occurrence):

- Use only a Micro fiber dust mop, one which is dedicated for the gym floor use only.
- Do use a dust treatment on the gym floor.
- Do not use a dust mop that has been used in other areas of the building.
- Damp mop the flooring using a Smart Mop or similar system.
- Wall Baseboards - Clean and keep free of dust and dirt build up.

Carpet Floor Areas (Each Occurrence):

- Vacuum all carpeted areas.
- Spot clean carpet (as spots appear).
- Wall Baseboards - Clean and keep free of dust build up.

Entrance and Common Areas (Each Occurrence):

- Vacuum carpets and carpet runners.
- Remove trash and replace trash receptacle liners.
- Clean and sanitize all water fountains.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.
- Wash exterior windows, store fronts, and doors at building entrances (inside and out).
- Clean, sweep, and wash down exterior entrances up to 25 feet from exterior doors.

Janitorial Storage Closets (Each Occurrence):

- Mops rinsed clean after use and hung properly to air dry.
- Room cleaned and equipment neatly stored.
- Trash and combustible materials removed.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Properly store all cleaning solvents and agents.
- Ensure janitorial sink faucets and fill hoses are properly secured.

Break Room and Kitchen Areas (Each Occurrence):

- Empty trash receptacles and replace liners.
- Clean counter tops, sinks, tables and chairs with germicidal cleaner.
- Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.
- Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.
- Recycling Receptacles - Empty all recyclables and deliver to designated dumpster/receptacle location.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Scrub and maintain a brilliant shine on all stainless steel surfaces and bright work.

Restrooms (Each Occurrence):

- Empty trash receptacle and replace liner.
- Clean and sanitize sinks/lavatories.
- Clean, disinfect and remove wax build-up from toilets/commodes.
- Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.
- Clean mirrors.
- Spot clean walls and toilet partitions.
- Dust tops of the partitions and other flat surfaces that collect dust.
- Sweep and mop floors with germicidal cleaner.
- Clean and sanitize infant changing stations.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
- Clean and polish all chrome and bright work.
- Sanitize floor drains.

Monthly: Once a month top scrub the ceramic and porcelain tiles. Notify the Custodial Manager when the top scrubbing will be done.

Shower/Dressing Areas (Each Occurrence):

- Empty trash receptacle and replace liner.
- Clean and sanitize shower walls, floors and curtains.
- Dust tops of the partitions and other flat surface that collects dust.
- Sweep and damp mop dressing area floors with germicidal cleaner.
- Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
- Refill and maintain adequate levels of soap and paper towels.
- Clean and polish all chrome and bright work.
- Sanitize floor drains.
- Clean mirrors.

Monthly: Once a month top scrub the ceramic and porcelain tiles. Notify the Custodial Manager when the top scrubbing will be done.

Parking Garage (As required):

- Empty trash Receptacles at each elevator landing. Sanitize and replace liner in the receptacle.
- Remove trash from behind doors in stairwells.
- Sweep stairwells from ground to roof level.
- Spot mop stairwells (as spots appear).

Elevators (Each Occurrence):

- Empty the trash receptacles at each elevator landing. Sanitize and replace the liner in the receptacle.
- Sanitize the elevator controls at each landing and inside of cab.
- Remove any debris from the door tracks.
- Clean and polish the interior walls of the elevator cab.
- Sweep and mop the vinyl flooring inside of the elevator cab.

Miscellaneous Duties (Each Occurrence):

- Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
- Sweep stairwells from ground to roof level.

Miscellaneous Duties (As Required):

- Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.
- Clean and sanitize wall light switch plates.
- Remove fingerprints and pen marks from walls, doors, partitions, etc.
- Dust all picture frames.
- Clean window sills; wipe down fire extinguishers and emergency lights.
- Check for and remove cob webs.
- Clean air diffusers, returns, and all grilles (wall/ceiling).
- Area carpet shampooing is at the Owners discretion, and ONLY when requested by Facilities Management. No building occupant has the authority to request these services.
- Stripping and waxing of floors is at the Owners discretion, and ONLY when requested by Facilities Management. No building occupant has the authority to request these services.
- A minimum of four coats of high quality wax is to be applied in order to maintain a high luster and shine.

"SPECIAL CONDITIONS"

- The Contractor shall maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

- The Contractor shall be responsible for LOST or STOLEN keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a Key Log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the Key Log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

- All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, Virucidal and Tuberculocidal. Green seal certified products are highly encouraged to be used for the appropriate applications.

- All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

- It is the responsibility of the Contractor to ensure all dispenser type cleaning products (i.e. soap) are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

- Buildings and area square footage can be added or deleted as deemed appropriate by Facilities Management.

- Frequencies of cleaning can be modified as deemed appropriate by Facilities Management.

- The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

- The Contractor shall be willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant’s normal business hours.

- Quality Control inspections shall be performed routinely with documented results (Exhibit A). A minimum of 20 inspections shall be performed each month and submitted as a part of the monthly invoicing procedure. Facilities Management will not process a monthly invoice without the accompanying completed quality control inspections.

- All vacuum cleaners shall be required to have a HEPA filtration system.

- Escambia County focuses on providing safe, effective and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Special Conditions by Location

Bldg # Building / Location

130 Community Probation
** Courtroom
2251 N. Palafox
Pensacola, FL 32501
* High Security Office (Restroom must be cleaned with employees present). Employee Background Check required.

258 Government Complex Parking Garage
49 W. Intendencia
Pensacola, FL 32501
* Includes 2 Stairwells, Elevator and Trash Receptacle on Each Level

5 Escambia County Visitation
** 1190 W. Leonard St.
Pensacola, FL 32501
*Sheriff Training Area: Offices to be cleaned during business hours. Hallways after hours. Employee Background Check required.

80 Juvenile Justice Center (JJC)
1800 St. Marys Ave.
Pensacola, FL 32502
Employee Background Check required.
Juvenile Justice Center
JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.
Juvenile Justice Detention Center
JJC Detention Center must be Cleaned after 9pm.
Juvenile Justice Assessment Center
JJC Assessment Center: Employees must be escorted by Corrections Staff
* High Security Office

113 Sheriff Administration
1700 W. Leonard St.
Pensacola, FL 32501
Must be cleaned during normal business hours. Employee Background Check required.

113 Sheriff Maintenance Garage
3101 H. Street
Pensacola, FL 32501
Must be cleaned during normal business hours. Employee Background Check required.

113 Sheriff Investigations
1600 W. Leonard Street
Pensacola, FL 32501
Must be cleaned during normal business hours. Employee Background Check required.

Custodial Quality Control Inspection

Inspector Name:_____ **Date:**_____

Inspector Title:___ **Custodial Manager** _____ **Site Name:**_____**Bldg.#**_____

Score: Rate Quality of Work 1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceptional
Note: Any item receiving an "unsatisfactory" needs the immediate attention of custodial.
S/S - Check box if area needs "Strip & Wax" or "Shampoo"

Entrance Way, Halls and Lobbies

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Walls and Doors			
Glass- Exterior			
Glass– Interior			
Drinking Fountains			
Dusting			
High Dusting			
	Total		

Conference and Meeting Rooms

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Chalk and White Boards			
Desk Tops			
Dusting			
High Dusting			
	Total		

Break Rooms

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Baseboards			
	Total		

Offices and Cubicles

Procedure or Area	S/S	Score	Corrective Action
Tile Floors - Clean / Free of Stains			
Carpet - Vacuumed / Spot Cleaned			
Baseboards			
Dusting			
High Dusting			
	Total		

Restrooms

Procedure or Area	S/S	Score	Corrective Action
Floors - Clean / Free of Stains			
Baseboards			
Mirrors			
Sinks/Counters			
Toilets/Urinals			
Walls, Partitions, and Doors			
	Total		

General

Procedure or Area		Yes/No	Corrective Action
Are the restrooms stocked after every service			
Is all of the trash being emptied during services			
Is your building being secured properly			

Site Score: _____

Comments:

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 15, 2017

To: All Known Prospective Bidders

Addendum Number 1:

Re: Resolicit Custodial Services for Various County Buildings
Specification Number: PD 17-18.014

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for a revised date for questions, responses to questions, a visitation schedule, and a revised bid form.

Revised Date for Questions Due

Last day for questions will be ~~December 18, 2017~~ December 20, 2017 at 5:00 p.m., CST.

Questions/Responses

1. Who is the current custodial service provider?
   Response: *American Facility Services, Inc.*

2. What was the monetary value of the last awarded bid for this facility group?
   Response: *The awarded bid was $649,572 in June 2011.*

3. What is the earliest time we can visit each facility listed on the solicitation?
   Response: *Please see attached visitation schedule. To protect the integrity of the solicitation and to make sure that everyone gets the same information, send all questions regarding the visitation to me at edweddington@myescambia.com.*

4. Why did these facilities come up for bid at this time?
   Response: *The contract was for 3 years with the option to renew for 3 successive 12 month periods. These terms have been exhausted.*

5. Are there any courtesy inspections for cleanliness done at the request of the awarded company by your Facility Management Team?
   Response: *Yes, the contractor can request our Custodial Manager to conduct a joint inspection of a building beyond the established inspection schedule.*

6. On Page ii, there are paragraphs that are underlined and others that are not underlined. Are the underlined paragraphs more accurate and pertinent information than the non-underlined paragraphs?
   Response: *Page ii is the second page of the Local Preference in Bidding section. The non-underlined paragraphs are for local preference only. The underlined paragraphs identify local preference and businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA).*

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 proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Emily D. Weddington, CPPB
Purchasing Specialist

Attachments

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Visitation Schedule for PD 17-18.014
Resolicit Custodial Services for Various County Buildings

BLDG #	DESCRIPTION	ADDRESS	DATE	START TIME	
	GROUP # 1 – Steve Dillard				
71	AGR. EXTENSION SERVICE	3750 STEFANI ROAD	**12/18/17**	**08:00:00 AM**	
320	4H CENTER	3730 STEFANI ROAD			
173	WIND MITIGATION	3740 STEFANI ROAD			
203	GOV. COMPLEX, MAIN	1651 EAST NINE MILE ROAD			
	ROAD OPERATIONS -Julie Meacham				
37	ROAD OPERATIONS - ADMIN	601 HWY 297A, CANTONMENT	**12/19/17**	**07:00:00 AM**	
36	ROAD OPERATIONS- GARAGE	601 HWY 297A, CANTONMENT			
39	ROAD OPS – WELLNESS CENTER	601 HWY 297A, CANTONMENT			
187	ROAD OPS FUELS	601 HWY 297A			
270	ROAD OPS, PORTABLE	601 HWY 287A			
41A	ROAD OPS-MODULAR TRAILER	601 HWY 297A, CANTONMENT			
260	MOSQUITO CONTROL	601 HWY 297A, CANTONMENT			
261	MOSQUITO CONTROL, GARAGE'S RESTROOM	601 HWY 297A, CANTONMENT			
	SOLID WASTE – Denee Rudd				
273	SOLID WASTE , HEADQUARTERS	13009 BEULAH ROAD	**12/20/17**	**10:00:00 AM**	
27	SOLID WASTE GARAGE	13009 BEULAH ROAD			
30281	SOLID WASTE- GUARD TRAILER	13009 BEULAH ROAD			
251	SOLID WASTE HOUSEHOLD HAZ. STO	13009 BEULAH ROAD			
28	SOLID WASTE SCALE HOUSE	13009 BEULAH ROAD			
316	PALAFOX TRANSFER SCALE HOUSE	2906 NORTH PALAFOX ST			
	GROUP # 2- Brenda Tilman				
113	SHERIFF ADMINISTRATION	1700 WEST LEONARD ST.	**12/19/17**	**08:30:00 AM**	Front Desk
272	SHERIFF GARAGE (NEW)	3101 "H" ST.			
119	SHERIFF INVESTIGATION	1600 WEST LEONARD ST.			
	GROUP # 3- Robby Freeman				
256	LSC MAINT OFFICE	1125 WEST HAYES	**12/20/17**	**08:00:00 AM**	
80	JUVENILE JUSTICE	1800 ST. MARY ST.			
46	ANIMAL SHELTER	200 WEST FAIRFIELD DR.			
295	CENTRAL OFFICE COMPLEX	3363 WEST PARK PLACE			
130	COUNTY PROBATION BUILDING	2251 NORTH PALAFOX ST.			
56	COURT ADMIN	100 WEST MAXWELL ST.			
63	DORRIE MILLER C. CENTER	2850 NORTH MILLER ST.			
68	ENGLEWOOD C. CENTER	2751 NORTH "H" ST.			
314	ENGLEWOOD NEIGHBORHOOD CENTEI	2751 NORTH "H" ST.			
256	EMS- LIONS EYE CLINIC	1135 W. HAYES AVE.			
66	EMPLOYEE HEALTH CLINIC	2257 N. BAYLEN ST.			
45	ESCAMBIA COUNTY VISITATION	1190 WEST LEONARD ST.			

Visitation Schedule for PD 17-18.014
Resolicit Custodial Services for Various County Buildings

BLDG #	DESCRIPTION	ADDRESS	DATE	START TIME
	GROUP # 4- Steve Dillard			
179	FACILITIES MANAGEMENT	100 EAST BLOUNT ST.	**12/19/17**	**07:30:00 AM**
59	COURT HOUSE	223 SOUTH PALAFOX ST.		
242	ERNIE L. MAGAHA BUILDING	221 PALAFOX PLACE		
49	MATT BELL BUILDING	213 SOUTH PALAFOX ST.		
178	ORDON'S / ORVIS	201 SOUTH PALAFOX		
258	GOVERNMENTAL PARKING GARAGE	49 W. INTENDENCIA ST		
31791	ARCHIVES	120 EAST BLOUNT ST.		
312	BROWNSVILLE CC	3200 WEST DESOTO ST		
139	SHERIFF SUB- PENSACOLA BEACH	41 FORT PICKENS ROAD		
	GROUP # 5 – Ken Mudge			
224	PUBLIC SAFETY	6575 NORTH "W" ST.	**12/19/17**	**08:00:00 AM**
301	MARIE K. YOUNG CC	6405 WAGNER ROAD		
121	ENSLEY SHERIFF SUB-STATION	97 HOOD DRIVE		
219	MARCUS POINT TAX OFFICE	6451 NORTH "W" ST.		
	GROUP # 6 – Harold Hodges			
185	QUINTETTE C. CENTER	2490 QUINTETTE LANE	**12/20/17**	**08:00:00 AM**
124	SHERIFF SUB- MOLINO	5844 NORTH HWY 29		
292	MOLINO COMMUNITY CENTER	6450 HWY 95A		
302	MOLINO PROPERTY APP. & TAX	6440 HWY 95A		
336	MOLINO CAFETERIA	6440 HWY 95A		
223	BARRINEAU PARK C. CENTER	6055 BARRINEAU PARK SCHOOL RD		
61	COURT HOUSE- CENTURY	7500 NORTH CENTURY BLVD.		
264	CENTURY LIBRARY	7991 CENTURY BLVD.		
65	EMS- CENTURY	6029 INDUSTRIAL BLVD.		
123	BYRNEVILLE C. CENTER	1701 NORTH HWY 4A		
62	DAVISVILLE C. CENTER	10200 HWY 97		
157	WALNUT HILL C. CENTER	7850 HWY 97		
182	SHERIFF'S SUB-WALNUT HILL,	7850 HWY 97		
153	OAK GROVE COM CENTER	2550 HWY 99, OAK GROVE		
	GROUP # 7 – Steve Dillard			
241	EBONWOOD CC	3511 WEST SCOTT ST.	**12/20/17**	**12:30:00 PM**
267	LEXINGTON TERRACE CC	700 SOUTH OLD CORY ROAD		
181	MARIE ELLA DAVIS C. CENTER	16 RAYMOND ST.		
303	SHERIFF'S SUB -WARRINGTON	30 N NAVY BLVD		
6	EMS- PLEASANT GROVE FS	9350 GULF BEACH HWY.		
4	SHERIFF SUB- BIG LAGOON	12950 GULF BEACH HWY		
305	PERDIDO KEY CC/ WELCOME CENTER	15500 PERDIDO KEY DRIVE		
325	WARRINGTON TAG	4501 BARRANCAS AVE		
303	WARRINGTON SHERIFF SUB-STATION	30 N. NAVY BLVD.		
	GROUP # 8 – Steve Dillard			
72	FELIX MIGA C. CENTER	904 NORTH 57th AVE.	**12/20/17**	**07:30:00 AM**
217	MAYFAIR C. CENTER	701 SOUTH MADISON DR.		
231	EMS- OSCEOLA FS	2601 MASSACHUSETTS AVE.		
73	BEULAH C. CENTER	7425 WOODSIDE ROAD		
189	EQUESTRIAN ADMIN	7750 MOBILE HWY		

Visitation Schedule for PD 17-18.014
Resolicit Custodial Services for Various County Buildings

BLDG #	DESCRIPTION	ADDRESS	DATE	START TIME
	GROUP # 9- Sean Kahalley			
307	WEST FLORIDA REGIONAL LIBRARY	239 NORTH SPRING ST.	**12/18/17**	**10:30:00 AM**
310	GENEALOGY BRANCH LIBRARY	5740 NORTH 9TH AVE		
318	LEGION FIELD LIBRARY	1301 WEST GREGORY ST		
232	SW BRANCH LIBRARY	12248 GULF BEACH HWY		
308	TRYON BRANCH LIBRARY	1200 LANGLEY AVE		
292	*MOLINO LIBRARY IS PART OF THE C. CENTER*			
	GROUP # 10 – Kevin Pitts			
	ECAT	1515 WEST FAIRFIELD DRIVE	**12/20/17**	**08:00:00 AM**

Note:

The 1st location is the starting point and time for the Group. The locations listed do not reflect the order of the
1 **buildings.**
2 Dorrie Miller, Mayfair, Marie .E. Davis and Quintette Community Centers have the same floor plan.
3 Ebonwood and Lexington Terrace Community Centers have the same floor plan.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Resolicit Custodial Services for Various County Buildings

Solicitation Number PD 17-18.014

Solicitation

MAILING DATE: December 4, 2017
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:30 PM CST, December 12, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, January 4, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Terms of Payment _____

Reason for No Offer _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Bid Form
Specification PD 17-18.014
Resolicit Custodial Services for Various County Buildings

	Monthly Total	Yearly Total
General Buildings	$_____	$_____
Libraries	$_____	$_____
Solid Waste	$_____	$_____
Road Department	$_____	$_____
Tax Collector	$_____	$_____
ECAT	$_____	$_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
320	4 H Center 3730 Stefani Road Pensacola, FL 32533	9,050	5	Mon-Fri	_____ per month, x 12 =	_____
71	Agricultural Extension Services 3740 Stefani Rd. Pensacola, FL 32533	7,000	5	Mon-Fri	_____ per month, x 12 =	_____
46	Animal Shelter 200 W. Fairfield Dr. Pensacola, FL 32501	9,127	5	Mon-Fri	_____ per month, x 12 =	_____
179A	Archives Building	10,370	5	Mon-Fri	_____ per month, x 12 =	_____
	Archives Warehouse 120 E. Blount St. Pensacola, FL 32501	5,000	1	Mon	_____ per month, x 12 =	_____
223	Barrineau Park CC 6055 Barrineau Park School Rd. Molino, FL 32577	9,888	1	Wed	_____ per month, x 12 =	_____
73	Beulah Community Center 7425 Woodside Rd. Pensacola, FL 32526	3,155	2	Tues & Fri	_____ per month, x 12 =	_____
4 **	Big Lagoon Sheriff Station 12950 Gulf Beach Hwy Pensacola, FL 32507	1,100	1	Wed	_____ per month, x 12 =	_____
123	Brownsville Community Center 3200 W. Desoto Street Pensacola, FL 32505	32,948	6	Mon-Sat	_____ per month, x 12 =	_____
123	Bryneville Community Center 1701 Hwy 4A Century, FL 32535	3,540	1	Wed	_____ per month, x 12 =	_____
295	Central Office Complex 3363 W. Park Place Pensacola, FL 32503	74,630	5	Mon-Fri	_____ per month, x 12 =	_____
61	Century Courthouse 7500 N. Century Blvd Century, FL 32535	5,206	2	Tue & Thur	_____ per month, x 12 =	_____
65	Century EMS 6029 Industrial Blvd. Century, FL 32535	4,115	1	Thur	_____ per month, x 12 =	_____
130	Community Probation	13,100	5	Mon-Fri	_____ per month, x 12 =	_____
**	Courtroom 2251 N. Palafox Pensacola, FL 32501	1,100	1	Monthly	_____ per month, x 12 =	_____
	*** High Security Office (Restroom must be cleaned with employees present). Background Check**					
56	Court Administration 100 Maxwell Street Pensacola, FL 32501	865	5	Mon-Fri	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
62	Davisville Community Center 10200 Hwy 97 Bratt, FL 32535	7,124	1	Thurs	_____	per month, x 12 =	_____
63	Dorrie Miller Community Center 2819 N. Miller St Pensacola, FL 32503	1,965	2	Mon-Fri	_____	per month, x 12 =	_____
241	Ebonwood Community Center 3511 W. Scott St. Pensacola, FL 32505	2,964	2	Tue & Fri	_____	per month, x 12 =	_____
66	Employee Health Clinic	6,158	6	Mon-Sat	_____	per month, x 12 =	_____
	Human Relations Commission 2257 N. Baylen Pensacola, FL 32501	791	5	Mon-Fri	_____	per month, x 12 =	_____
256	EMS @ Lions Eye Clinic 1135 W Hayes St. Pensacola, FL 32501	615	2	Mon & Thur	_____	per month, x 12 =	_____
6	EMS @ Pleasant Grove Fire Station 9350 Gulf Beach Hwy Pensacola, FL 32507	122	1	Sat or Sun	_____	per month, x 12 =	_____
231	EMS @ Osceola Fire 2601 Massachusetts Pensacola, FL 32505	200	2	Wed & Sat	_____	per month, x 12 =	_____
314	Englewood Neighborhood Center 2749 N H St Pensacola, FL 32501	1,180	1	Tues	_____	per month, x 12 =	_____
68	Englewood Community Center 2751 N H St Pensacola, FL 32501	10,824	2	Tue & Fri	_____	per month, x 12 =	_____
121 **	Ensley Sheriff Sub-Station 97 Hood Dr. Pensacola, FL 32534	3,606	2	Tue & Fri	_____	per month, x 12 =	_____
189	Equestrian Center Admin 7750 Mobile Hwy. Pensacola, FL 32526	774	1	Fri	_____	per month, x 12 =	_____
242	Ernie L. Magaha Bldg. 221 Palafox Pl. Pensacola, FL 32502	126,700	5	Mon-Fri	_____	per month, x 12 =	_____
258	Government Complex Parking Garage 49 W. Intendencia Pensacola, FL 32501 *** Includes 2 Stairwells, Elevator and Trash Receptacle on Each Level**	833	1	Fri	_____	per month, x 12 =	_____
45 **	Escambia County Visitation 1190 W. Leonard St. Pensacola, FL 32501 ***Sheriff Training Area: Offices to be Cleaned during Business Hours. Hallways after Hours.**	31,249	5	Mon-Fri	_____	per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
179	Facilities Management	17,058	5	Mon-Fri	_____	per month, x 12 =	_____
	Supervisor of Elections Warehouse 100 E. Blount St. Pensacola, FL 32501	5,630	2	Tues & Thur	_____	per month, x 12 =	_____
72	Felix Miga Center 904 N. 57th Pensacola, FL 32506	13,670	5	Mon-Fri	_____	per month, x 12 =	_____
203	Government Complex - Administration 1651 N. Nine Mile Rd. Pensacola, FL 32514	8,319	5	Mon-Fri	_____	per month, x 12 =	_____
80 **	Juvenile Justice Center (JJC) 1800 St. Marys Ave. Pensacola, FL 32502 Juvenile Justice Center	51,083	5	Mon-Fri	_____	per month, x 12 =	_____
	JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day						
	Juvenile Justice Detention Center	30,355	5	Mon-Fri	_____	per month, x 12 =	_____
	JJC Detention Center must be Cleaned after 9pm						
	Juvenile Justice Assessment Center	12,036	5	Mon-Fri	_____	per month, x 12 =	_____
	JJC Assessment Center: Employees must be escorted by Corrections Staff *** High Security Office** **Note: Special Conditions**						
255	Leonard Street Maintenance 1135 W Hayes St. Pensacola, FL 32501	1,200	1	1 Day a Week	_____	per month, x 12 =	_____
267	Lexington Terrace Community Center 700 S. Old Corry Field Rd. Pensacola, FL 32523	2,964	2	Wed & Fri	_____	per month, x 12 =	_____
181	Marie Ella Davis Community Center 16 Raymond St. Pensacola, FL 32507	1,965	1	Sat or Sun	_____	per month, x 12 =	_____
301	Marie K. Young Community Center 6405 Wagner Road Pensacola, FL 32501	13,200	2	Tues & Fri	_____	per month, x 12 =	_____
49	Matt Langley Bell 213 S. Palafox Pensacola, FL 32501	16,200	5	Mon-Fri	_____	per month, x 12 =	_____
217	Mayfair Community Center 701 S. Madison Dr. Pensacola, FL 32505	1,965	2	Wed & Sat	_____	per month, x 12 =	_____
124 **	Molino Sheriff Sub-Station 5844 N. Hwy 29 Pensacola, FL 32577	2,000	2	Wed & Sat	_____	per month, x 12 =	_____
302	Molino Tax Collector & Property Appraiser 6440 N Hwy 95A Pensacola, FL 32577	7,133	5	Mon-Fri	_____	per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
292	Molino Community Center 6450 N Hwy 95A Pensacola, FL 32577	11,280	2	Wed & Sat	_____	per month, x 12 =	_____
292	Molino Cafeteria Dining & Restrooms 6450 N Hwy 95A Pensacola, FL 32577	1,400	2	Mon & Thur	_____	per month, x 12 =	_____
260	Mosquito Control Administration	2,978	1	Friday	_____	per month, x 12 =	_____
261	Mosquito Garage Restroom 601 Hwy 297A Cantonment, FL 32533	80	1	Friday	_____	per month, x 12 =	_____
153	Oak Grove Community Center 2550 Hwy 99 Oak Grove, FL 32568	1,636	1	Friday	_____	per month, x 12 =	_____
59	Old Courthouse 223 S. Palafox St. Pensacola, FL 32501	40,680	5	Mon-Fri	_____	per month, x 12 =	_____
178	Supervisor of Election/Purchasing Old Ordon/Orvis Bldg 201 S. Palafox St. Pensacola, FL 32502	22,900	5	Mon-Fri	_____	per month, x 12 =	_____
139 **	Pensacola Beach Sheriff Substation 43 Ft. Pickens Rd. Pensacola, FL 32561	2,845	3	Mon, Wed & Fri	_____	per month, x 12 =	_____
305	Perdido Key Community Center & Welcome Station 15500 Perdido Key Dr. Pensacola, FL 32507	5,155	1	Sat or Sun	_____	per month, x 12 =	_____
224	Public Safety 6575 N. W St. Pensacola, FL 32505	60,310	5	Mon-Fri	_____	per month, x 12 =	_____
185	Quintette Community Center 2490 Quintette Lane Cantonment, FL 32533	1,965	1	Fri	_____	per month, x 12 =	_____
113 **	Sheriff Administration 1700 W. Leonard St. Pensacola, FL 32501 **Must be cleaned during normal business hours**	108,927	5	Mon-Fri	_____	per month, x 12 =	_____
113 **	Sheriff Maintenance Garage 3101 H. Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	15,680	5	Mon-Fri	_____	per month, x 12 =	_____
113 **	Sheriff Investigations 1600 W. Leonard Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	600	5	Mon-Fri	_____	per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly	Yearly
Facilities Management (General Buildings)						
157	Walnut Hill Community Center 7850 Hwy 97 Walnut Hill, FL 32568	4,823	1	Wed	_____ per month, x 12 =	_____
182 **	Walnut Hill Sheriff Sub-Station 7850 Hwy 97 Walnut Hill, FL 32568	1,050	2	Tues & Thur	_____ per month, x 12 =	_____
303 **	Warrington Sheriff Substation 30 N. Navy Blvd Pensacola, FL 32507	6,000	2	Tue / Thur	_____ per month, x 12 =	_____
325	Warrington Tax Collector 4051 Barrancas Avenue Suite A Pensacola, FL 32507	9,515	5	Mon-Fri	_____ per month, x 12 =	_____
173	Wind Mitigation Bldg. 3740 Stefani Rd. Pensacola, FL 32501	3,139	5	Mon-Fri	_____ per month, x 12 =	_____
	Facilities Mgmt (General Buildings) Total	**871,040**		**Total**	_____ per month, x 12 =	_____
**	**Require Background Check & Cleaned During Normal Business Hours**					
LIBRARIES						
264	Century Library 7991 Century Blvd. Century, FL 32535	2,966	5	Tue - Sat	_____ per month, x 12 =	_____
310	Genealogy Library 5740 N 9th Ave Pensacola, FL 32504	7,126	5	Tue - Sat	_____ per month, x 12 =	_____
318	Legion Field Library 1301 W. Gregory St. Pensacola, FL 32533	3,545	6	Mon - Sat	_____ per month, x 12 =	_____
292	Molino Library 6450 N Hwy 95A Pensacola, FL 32577	4,320	6	Mon - Sat	_____ per month, x 12 =	_____
232	SW Library 12248 Gulf Beach Hwy. Pensacola, FL 32507	7,295	6	Mon - Sat	_____ per month, x 12 =	_____
308	Tryon Library 1200 Langley Ave. Pensacola, FL 32504	12,045	6	Mon - Sat	_____ per month, x 12 =	_____
307	W Florida Regional Library 239 N. Spring St. Pensacola, FL 32502	50,957	7	Mon - Sun	_____ per month, x 12 =	_____
	Library Total	**88,254**		**Total**	_____ per month, x 12 =	_____

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Solid Waste							
	Solid Waste 13009 Beulah Road Pensacola, FL 32526						
273	Solid Waste - Administration	8,046	5	Mon-Fri	_____	per month, x 12 =	_____
27	Solid Waste -- Operations Garage	4,206	6	Mon-Sat	_____	per month, x 12 =	_____
	Clean Microwave each day **Buff floors once a week**						
251	Solid Waste - Hazardous House Waste	280	5	Mon-Fri	_____	per month, x 12 =	_____
	Clean Microwave each day **Buff floors once a week**						
30281	Solid Waste - Guard Trailer	685	1	1 Day a Week	_____	per month, x 12 =	_____
28	Solid Waste - Scale House	357	6	Mon-Sat	_____	per month, x 12 =	_____
	Clean Microwave each day						
316	Solid Waste - Scale House 2906 N. Palafox Street Pensacola, FL 32501	315	1	1 Day a Week	_____	per month, x 12 =	_____
	Solid Waste Total	**13,889**		**Total**	_____	per month, x 12 =	_____
Road Department							
	Road Department 601 Hwy 297A Pensacola, FL 32533						
37	Road Department - Administration	2,730	5	Mon-Fri	_____	per month, x 12 =	_____
39	Road Department - Wellness Center	1,668	5	Mon-Fri	_____	per month, x 12 =	_____
270	Road Department - Modular Trailer	760	5	Mon-Fri	_____	per month, x 12 =	_____
41A	Road Department - Modular Trailer	760	5	Mon-Fri	_____	per month, x 12 =	_____
36	Road Department - Fleet Maintenance	2,300	5	Mon-Fri	_____	per month, x 12 =	_____
187	Road Department - Fuel Operations Trailer	720	5	Mon-Fri	_____	per month, x 12 =	_____
	Road Department Total	**8,938**		**Total**	_____	per month, x 12 =	_____
Tax Collector							
219	Marcus Point Tax Collector 6451 "W" Street Pensacola, FL 32505	10,038	5	Mon-Fri	_____	per month, x 12 =	_____
	Public Restrooms are to be cleaned twice a day						
	Tax Collector's Total	**10,038**		**Total**	_____	per month, x 12 =	_____
ECAT							
	ECAT 1515 W Fairfield Drive Pensacola, FL 32501						
	Office Areas		5	Mon - Fri			
	Restrooms		6	Mon - Sat			
	***Passenger Restrooms Start at 2 p.m. Daily**						
	Kitchen / Breakroom Area		6	Mon - Sat			
	ECAT Total	**12,750**		**Total**	_____	per month, x 12 =	_____

Additional Area Cleaning Cost:

VCT: Strip / Wax (4 coats)	$ _____ per sq. ft.
Ceramic: Scrub	$ _____ per sq. ft.
Carpet: Shampoo	$ _____ per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$ _____ per sq. ft.
Window Cleaning Interior (Outside of Scope)	$ _____ per sq. ft.

Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site.

Century Library	$_____
Genealogy Library	$_____
Legion Field	$_____
Molino Library	$_____
SW Library	$_____
Tryon Library	$_____
W. Florida Regional Library	$_____
Additional hourly rate	$_____

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Resolicit Custodial Services for Various County Buildings

Solicitation Number PD 17-18.014

Solicitation

MAILING DATE: December 4, 2017
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:30 PM CST, December 12, 2017.
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OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 58-1950842

Terms of Payment net 30 days

Delivery Date will be N/A **days after receipt of purchase order**

Reason for No Offer

Vendor Name: American Facility Services, Inc.
Address: 1325 Union Hill Industrial Court, Suite A
City, ST. & Zip: Alpharetta, GA 30004
Phone: (770) 740-1613
Toll Free: (___)
Fax: (770) 475-7720

Bid Bond Attached:
$1,000.00

Harold Angel, Vice President
(Name and Title of Person Authorized to Sign Offer)

* Harold Angel
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

Bid Form
Specification PD 17-18.014
Resolicit Custodial Services for Various County Buildings

	Monthly Total	Yearly Total
General Buildings	$ 54,836.00	$ 658,032.00
Libraries	$ 9,305.00	$ 111,660.00
Solid Waste	$ 1,963.00	$ 23,556.00
Road Department	$ 995.00	$ 11,940.00
Tax Collector	$ 1,580.00	$ 18,960.00
ECAT	$ 2,840.00	$ 34,080.00

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
320	4 H Center 3730 Stefani Road Pensacola, FL 32533	9,050	5	Mon-Fri	545.00	per month, x 12 =	6,540.00
71	Agricultural Extension Services 3740 Stefani Rd. Pensacola, FL 32533	7,000	5	Mon-Fri	640.00	per month, x 12 =	7,680.00
46	Animal Shelter 200 W. Fairfield Dr. Pensacola, FL 32501	9,127	5	Mon-Fri	920.00	per month, x 12 =	11,040.00
179A	Archives Building Archives Warehouse 120 E. Blount St. Pensacola, FL 32501	10,370 5,000	5 1	Mon-Fri Mon	778.00 25.00	per month, x 12 = per month, x 12 =	9,336.00 300.00
223	Barrineau Park CC 6055 Barrineau Park School Rd. Molino, FL 32577	9,888	1	Wed	412.00	per month, x 12 =	4,944.00
73	Beulah Community Center 7425 Woodside Rd. Pensacola, FL 32526	3,155	2	Tues & Fri	144.00	per month, x 12 =	1,728.00
4 **	Big Lagoon Sheriff Station 12950 Gulf Beach Hwy Pensacola, FL 32507	1,100	1	Wed	78.00	per month, x 12 =	936.00
123	Brownsville Community Center 3200 W. Desoto Street Pensacola, FL 32505	32,948	6	Mon-Sat	2,680.00	per month, x 12 =	32,160.00
123	Bryneville Community Center 1701 Hwy 4A Century, FL 32535	3,540	1	Wed	155.00	per month, x 12 =	1,860.00
295	Central Office Complex 3363 W. Park Place Pensacola, FL 32503	74,630	5	Mon-Fri	4,947.00	per month, x 12 =	59,364.00
61	Century Courthouse 7500 N. Century Blvd Century, FL 32535	5,206	2	Tue & Thur	248.00	per month, x 12 =	2,976.00
65	Century EMS 6029 Industrial Blvd. Century, FL 32535	4,115	1	Thur	170.00	per month, x 12 =	2,040.00
130 **	Community Probation Courtroom 2251 N. Palafox Pensacola, FL 32501	13,100 1,100	5 1	Mon-Fri Monthly	775.00 25.00	per month, x 12 = per month, x 12 =	9,300.00 300.00
	*** High Security Office (Restroom must be cleaned with employees present). Background Check**						
56	Court Administration 100 Maxwell Street Pensacola, FL 32501	865	5	Mon-Fri	135.00	per month, x 12 =	1,620.00

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
62	Davisville Community Center 10200 Hwy 97 Bratt, FL 32535	7,124	1	Thurs	304.00	per month, x 12 =	3,648.00
63	Dorrie Miller Community Center 2819 N. Miller St Pensacola, FL 32503	1,965	2	Mon-Fri	275.00	per month, x 12 =	3,300.00
241	Ebonwood Community Center 3511 W. Scott St. Pensacola, FL 32505	2,964	2	Tue & Fri	310.00	per month, x 12 =	3,720.00
66	Employee Health Clinic	6,158	6	Mon-Sat	725.00	per month, x 12 =	8,700.00
	Human Relations Commission 2257 N. Baylen Pensacola, FL 32501	791	5	Mon-Fri	98.00	per month, x 12 =	1,176.00
256	EMS @ Lions Eye Clinic 1135 W Hayes St. Pensacola, FL 32501	615	2	Mon & Thur	75.00	per month, x 12 =	900.00
6	EMS @ Pleasant Grove Fire Station 9350 Gulf Beach Hwy Pensacola, FL 32507	122	1	Sat or Sun	75.00	per month, x 12 =	900.00
231	EMS @ Osceola Fire 2601 Massachusetts Pensacola, FL 32505	200	2	Wed & Sat	125.00	per month, x 12 =	1,500.00
314	Englewood Neighborhood Center 2749 N H St Pensacola, FL 32501	1,180	1	Tues	125.00	per month, x 12 =	1,500.00
68	Englewood Community Center 2751 N H St Pensacola, FL 32501	10,824	2	Tue & Fri	410.00	per month, x 12 =	4,920.00
121 **	Ensley Sheriff Sub-Station 97 Hood Dr. Pensacola, FL 32534	3,606	2	Tue & Fri	210.00	per month, x 12 =	2,520.00
189	Equestrian Center Admin 7750 Mobile Hwy. Pensacola, FL 32526	774	1	Fri	70.00	per month, x 12 =	840.00
242	Ernie L. Magaha Bldg. 221 Palafox Pl. Pensacola, FL 32502	126,700	5	Mon-Fri	8,375.00	per month, x 12 =	100,500.00
258	Government Complex Parking Garage 49 W. Intendencia Pensacola, FL 32501 *** Includes 2 Stairwells, Elevator and Trash Receptacle on Each Level**	833	1	Fri	70.00	per month, x 12 =	840.00
45 **	Escambia County Visitation 1190 W. Leonard St. Pensacola, FL 32501 ***Sheriff Training Area: Offices to be Cleaned during Business Hours. Hallways after Hours.**	31,249	5	Mon-Fri	1,442.00	per month, x 12 =	17,304.00

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
179	Facilities Management	17,058	5	Mon-Fri	702.00	per month, x 12 =	8,424.00
	Supervisor of Elections Warehouse	5,630	2	Tues & Thur	410.00	per month, x 12 =	4,920.00
	100 E. Blount St. Pensacola, FL 32501						
72	Felix Miga Center	13,670	5	Mon-Fri	1,056.00	per month, x 12 =	12,672.00
	904 N. 57th Pensacola, FL 32506						
203	Government Complex - Administration	8,319	5	Mon-Fri	682.00	per month, x 12 =	8,184.00
	1651 N. Nine Mile Rd. Pensacola, FL 32514						
80 **	Juvenile Justice Center (JJC)	51,083	5	Mon-Fri	3,383.00	per month, x 12 =	40,596.00
	1800 St. Marys Ave. Pensacola, FL 32502 Juvenile Justice Center						
	JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day						
	Juvenile Justice Detention Center	30,355	5	Mon-Fri	1,999.00	per month, x 12 =	23,988.00
	JJC Detention Center must be Cleaned after 9pm						
	Juvenile Justice Assessment Center	12,036	5	Mon-Fri	796.00	per month, x 12 =	9,552.00
	JJC Assessment Center: Employees must be escorted by Corrections Staff *** High Security Office** **Note: Special Conditions**						
255	Leonard Street Maintenance	1,200	1	1 Day a Week	59.00	per month, x 12 =	708.00
	1135 W Hayes St. Pensacola, FL 32501						
267	Lexington Terrace Community Center	2,964	2	Wed & Fri	176.00	per month, x 12 =	2,112.00
	700 S. Old Corry Field Rd. Pensacola, FL 32523						
181	Marie Ella Davis Community Center	1,965	1	Sat or Sun	110.00	per month, x 12 =	1,320.00
	16 Raymond St. Pensacola, FL 32507						
301	Marie K. Young Community Center	13,200	2	Tues & Fri	386.00	per month, x 12 =	4,632.00
	6405 Wagner Road Pensacola, FL 32501						
49	Matt Langley Bell	16,200	5	Mon-Fri	520.00	per month, x 12 =	6,240.00
	213 S. Palafox Pensacola, FL 32501						
217	Mayfair Community Center	1,965	2	Wed & Sat	145.00	per month, x 12 =	1,740.00
	701 S. Madison Dr. Pensacola, FL 32505						
124 **	Molino Sheriff Sub-Station	2,000	2	Wed & Sat	156.00	per month, x 12 =	1,872.00
	5844 N Hwy 29 Pensacola, FL 32577						
302	Molino Tax Collector & Property Appraiser	7,133	5	Mon-Fri	494.00	per month, x 12 =	5,928.00
	6440 N Hwy 95A Pensacola, FL 32577						

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
292	Molino Community Center 6450 N Hwy 95A Pensacola, FL 32577	11,280	2	Wed & Sat	575.00	per month, x 12 =	6,900.00
292	Molino Cafeteria Dining & Restrooms 6450 N Hwy 95A Pensacola, FL 32577	1,400	2	Mon & Thur	75.00	per month, x 12 =	900.00
260	Mosquito Control Administration	2,978	1	Friday	134.00	per month, x 12 =	1,608.00
261	Mosquito Garage Restroom 601 Hwy 297A Cantonment, FL 32533	80	1	Friday	60.00	per month, x 12 =	720.00
153	Oak Grove Community Center 2550 Hwy 99 Oak Grove, FL 32568	1,636	1	Friday	74.00	per month, x 12 =	888.00
59	Old Courthouse 223 S. Palafox St. Pensacola, FL 32501	40,680	5	Mon-Fri	2,637.00	per month, x 12 =	31,644.00
178	Supervisor of Election/Purchasing Old Ordon/Orvis Bldg 201 S. Palafox St. Pensacola, FL 32502	22,900	5	Mon-Fri	779.00	per month, x 12 =	9,348.00
139 **	Pensacola Beach Sheriff Substation 43 Ft. Pickens Rd. Pensacola, FL 32561	2,845	3	Mon, Wed & Fri	214.00	per month, x 12 =	2,568.00
305	Perdido Key Community Center & Welcome Station 15500 Perdido Key Dr. Pensacola, FL 32507	5,155	1	Sat or Sun	140.00	per month, x 12 =	1,680.00
224	Public Safety 6575 N. W St. Pensacola, FL 32505	60,310	5	Mon-Fri	3,987.00	per month, x 12 =	47,844.00
185	Quintette Community Center 2490 Quintette Lane Cantonment, FL 32533	1,965	1	Fri	110.00	per month, x 12 =	1,320.00
113 **	Sheriff Administration 1700 W. Leonard St. Pensacola, FL 32501 **Must be cleaned during normal business hours**	108,927	5	Mon-Fri	7,188.00	per month, x 12 =	86,256.00
113 **	Sheriff Maintenance Garage 3101 H. Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	15,680	5	Mon-Fri	460.00	per month, x 12 =	5,520.00
113 **	Sheriff Investigations 1600 W. Leonard Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	600	5	Mon-Fri	100.00	per month, x 12 =	1,200.00

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Facilities Management (General Buildings)							
157	Walnut Hill Community Center 7850 Hwy 97 Walnut Hill, FL 32568	4,823	1	Wed	190.00	per month, x 12 =	2,280.00
182 **	Walnut Hill Sheriff Sub-Station 7850 Hwy 97 Walnut Hill, FL 32568	1,050	2	Tues & Thur	93.00	per month, x 12 =	1,116.00
303 **	Warrington Sheriff Substation 30 N. Navy Blvd Pensacola, FL 32507	6,000	2	Tue / Thur	340.00	per month, x 12 =	4,080.00
325	Warrington Tax Collector 4051 Barrancas Avenue Suite A Pensacola, FL 32507	9,515	5	Mon-Fri	700.00	per month, x 12 =	8,400.00
173	Wind Mitigation Bldg. 3740 Stefani Rd. Pensacola, FL 32501	3,139	5	Mon-Fri	540.00	per month, x 12 =	6,480.00
	Facilities Mgmt (General Buildings) Total	**871,040**		**Total**	54,836.00	per month, x 12 =	658,032.00
**	**Require Background Check & Cleaned During Normal Business Hours**						
LIBRARIES							
264	Century Library 7991 Century Blvd. Century, FL 32535	2,966	5	Tue - Sat	394.00	per month, x 12 =	4,728.00
310	Genealogy Library 5740 N 9th Ave Pensacola, FL 32504	7,126	5	Tue - Sat	725.00	per month, x 12 =	8,700.00
318	Legion Field Library 1301 W. Gregory St. Pensacola, FL 32533	3,545	6	Mon - Sat	440.00	per month, x 12 =	5,280.00
292	Molino Library 6450 N Hwy 95A Pensacola, FL 32577	4,320	6	Mon - Sat	550.00	per month, x 12 =	6,600.00
232	SW Library 12248 Gulf Beach Hwy. Pensacola, FL 32507	7,295	6	Mon - Sat	735.00	per month, x 12 =	8,820.00
308	Tryon Library 1200 Langley Ave. Pensacola, FL 32504	12,045	6	Mon - Sat	1,410.00	per month, x 12 =	16,920.00
307	W Florida Regional Library 239 N. Spring St. Pensacola, FL 32502	50,957	7	Mon - Sun	5,051.00	per month, x 12 =	60,612.00
	Library Total	**88,254**		**Total**	9,305.00	per month, x 12 =	111,660.00

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		Monthly		Yearly
Solid Waste							
	Solid Waste 13009 Beulah Road Pensacola, FL 32526						
273	Solid Waste - Administration	8,046	5	Mon-Fri	664.00	per month, x 12 =	7,968.00
27	Solid Waste -- Operations Garage	4,206	6	Mon-Sat	379.00	per month, x 12 =	4,548.00
	Clean Microwave each day **Buff floors once a week**						
251	Solid Waste - Hazardous House Waste	280	5	Mon-Fri	625.00	per month, x 12 =	7,500.00
	Clean Microwave each day **Buff floors once a week**						
30281	Solid Waste - Guard Trailer	685	1	1 Day a Week	65.00	per month, x 12 =	780.00
28	Solid Waste - Scale House	357	6	Mon-Sat	170.00	per month, x 12 =	2,040.00
	Clean Microwave each day						
316	Solid Waste - Scale House 2906 N. Palafox Street Pensacola, FL 32501	315	1	1 Day a Week	60.00	per month, x 12 =	720.00
	Solid Waste Total	**13,889**		**Total**	1,963.00	per month, x 12 =	23,556.00
Road Department							
	Road Department 601 Hwy 297A Pensacola, FL 32533						
37	Road Department - Administration	2,730	5	Mon-Fri	295.00	per month, x 12 =	3,540.00
39	Road Department - Wellness Center	1,668	5	Mon-Fri	163.00	per month, x 12 =	1,956.00
270	Road Department - Modular Trailer	760	5	Mon-Fri	129.00	per month, x 12 =	1,548.00
41A	Road Department - Modular Trailer	760	5	Mon-Fri	129.00	per month, x 12 =	1,548.00
36	Road Department - Fleet Maintenance	2,300	5	Mon-Fri	155.00	per month, x 12 =	1,860.00
187	Road Department - Fuel Operations Trailer	720	5	Mon-Fri	124.00	per month, x 12 =	1,488.00
	Road Department Total	**8,938**		**Total**	995.00	per month, x 12 =	11,940.00
Tax Collector							
219	Marcus Point Tax Collector 6451 "W" Street Pensacola, FL 32505	10,038	5	Mon-Fri	1,580.00	per month, x 12 =	18,960.00
	Public Restrooms are to be cleaned twice a day						
	Tax Collector's Total	**10,038**		**Total**	1,580.00	per month, x 12 =	18,960.00
ECAT							
	ECAT 1515 W Fairfield Drive Pensacola, FL 32501						
	Office Areas		5	Mon - Fri			
	Restrooms		6	Mon - Sat			
	***Passenger Restrooms Start at 2 p.m. Daily**						
	Kitchen / Breakroom Area		6	Mon - Sat			
	ECAT Total	**12,750**		**Total**	2,840.00	per month, x 12 =	34,080.00

Additional Area Cleaning Cost:

VCT: Strip / Wax (4 coats)	$ 0.28 per sq. ft.
Ceramic: Scrub	$ 0.12 per sq. ft.
Carpet: Shampoo	$ 0.14 per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$ 0.10 per sq. ft.
Window Cleaning Interior (Outside of Scope)	$ 0.08 per sq. ft.

Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site.

Century Library	$ 175.00
Genealogy Library	$ 100.00
Legion Field	$ 175.00
Molino Library	$ 100.00
SW Library	$ 100.00
Tryon Library	$ 100.00
W. Florida Regional Library	$ 100.00
Additional hourly rate	$ 12.50

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.014 **Solicitation Name:** Resolicit Custodial Services for Various County Buildings								
Bid Opening Time: 2:00 p.m., CST **Bid Opening Date:** 1/4/2018 **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	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total for Various County Buildings	
3H Services System, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Non-Responsive	
American Facility Services, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$858,228.00	
CER Signature Cleaning, Inc	See below	Check	Yes	Yes	Yes	Yes	Yes	Non-Responsive	
Performance Property Servicing, Inc	Yes	Check	Yes	Yes	Yes	Yes	Yes	$930,000.00	
Service Management Systems, Inc	See below	Bond	Yes	Yes	Yes	Yes	Yes	Non-Responsive	
Bids Opened By:	Emily D. Weddington, Purchasing Specialist			**Date:** 1/4/2018		**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist			**Date:** 1/9/2018		Recommend Award			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager			**Date:** 1/4/2018		**CAR Date:** 3/15/2018		**BOCC Date:** **3/15/2018**	

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the agreement between Escambia County, Florida and American Facility Services, Inc. per the terms and conditions of PD 17-18.014, Resolicit Custodial Services for Various County Buildings for one year with two one year renewals

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:

3H Services System, Inc. had errors in tabulation of their total bid. When presented with these errors, the firm refused to accept the revised total.

CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Service Management Systems, Inc. did not provide any unit prices and thus did not meet the requirements of the bid and the County was unable to confirm their pricing.

Posted: 11:45 a.m., CST on 2/27/2018

Form Completed By: **PRN/edw**

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
General Buildings															
320	4 H Center 3730 Stefani Road Pensacola, FL 32533	9,050	5	Mon-Fri	$ 823.00	$ 9,876.00		$ 545.00	$ 6,540.00	$ 900.00	$ 10,800.00	$ 596.76	$ 7,161.12	No Unit Prices Provided	
71	Agricultural Extension Services 3740 Stefani Rd. Pensacola, FL 32533	7,000	5	Mon-Fri	$ 637.00	$ 7,644.00		$ 640.00	$ 7,680.00	$ 700.00	$ 8,400.00	$ 461.58	$ 5,538.96	No Unit Prices Provided	
46	Animal Shelter 200 W. Fairfield Dr. Pensacola, FL 32501	9,127	5	Mon-Fri	$ 910.00	$ 10,920.00		$ 920.00	$ 11,040.00	$ 640.00	$ 7,680.00	$ 601.84	$ 7,222.08	No Unit Prices Provided	
179A	Archives Building	10,370	5	Mon-Fri	**$ 900.00**	**$ 10,080.00**	**Submitted**	$ 778.00	$ 9,336.00	$ 730.00	$ 8,760.00	$ 683.80	$ 8,205.60	No Unit Prices Provided	
	Archives Warehouse	5,000	1	Mon	* **$ 900.00**	**$ 10,800.00**	**Corrected**	$ 25.00	$ 300.00	$ 100.00	$ 1,200.00	$ 65.94	$ 791.28	No Unit Prices Provided	
	120 E. Blount St. Pensacola, FL 32501				$ 215.00	$ 2,580.00									
223	Barrineau Park CC 6055 Barrineau Park School Rd. Molino, FL 32577	9,888	1	Wed	**$ 440.00**	**$ 4,920.00**	**Submitted**	$ 412.00	$ 4,944.00	$ 400.00	$ 4,800.00	$ 130.40	$ 1,564.80	No Unit Prices Provided	
					* **$ 440.00**	**$ 5,280.00**	**Corrected**								
73	Beulah Community Center 7425 Woodside Rd. Pensacola, FL 32526	3,155	2	Tues & Fri	$ 140.00	$ 1,680.00		$ 144.00	$ 1,728.00	$ 500.00	$ 6,000.00	$ 83.22	$ 998.64	No Unit Prices Provided	
4	Big Lagoon Sheriff Station	1,100	1	Wed	$ 76.00	$ 912.00		$ 78.00	$ 936.00	$ 100.00	$ 1,200.00	$ 14.51	$ 174.12	No Unit Prices Provided	
**	12950 Gulf Beach Hwy Pensacola, FL 32507														
123	Brownsville Community Center 3200 W. Desoto Street Pensacola, FL 32505	32,948	6	Mon-Sat	**$ 1,910.00**	**$ 17,976.00**	**Submitted**	$ 2,680.00	$ 32,160.00	$ 800.00	$ 9,600.00	$ 2,607.12	$ 31,285.44	No Unit Prices Provided	
					* **$ 1,910.00**	**$ 22,920.00**	**Corrected**								
123	Bryneville Community Center 1701 Hwy 4A Century, FL 32535	3,540	1	Wed	$ 150.00	$ 1,800.00		$ 155.00	$ 1,860.00	$ 500.00	$ 6,000.00	$ 46.69	$ 560.28	No Unit Prices Provided	
295	Central Office Complex 3363 W. Park Place Pensacola, FL 32503	74,630	5	Mon-Fri	$ 3,900.00	$ 46,800.00		$ 4,947.00	$ 59,364.00	$ 4,000.00	$ 48,000.00	$ 4,921.12	$ 59,053.44	No Unit Prices Provided	
61	Century Courthouse 7500 N. Century Blvd Century, FL 32535	5,206	2	Tue & Thur	$ 245.00	$ 2,940.00		$ 248.00	$ 2,976.00	$ 500.00	$ 6,000.00	$ 137.31	$ 1,647.72	No Unit Prices Provided	
65	Century EMS 6029 Industrial Blvd. Century, FL 32535	4,115	1	Thur	$ 160.00	$ 1,920.00		$ 170.00	$ 2,040.00	$ 300.00	$ 3,600.00	$ 54.27	$ 651.24	No Unit Prices Provided	
130	Community Probation	13,100	5	Mon-Fri	$ 1,100.00	$ 13,200.00		$ 775.00	$ 9,300.00	$ 1,100.00	$ 13,200.00	$ 863.82	$ 10,365.84	No Unit Prices Provided	
**	Courtroom	1,100	1	Monthly	$ 48.00	$ 576.00		$ 25.00	$ 300.00	$ 100.00	$ 1,200.00	$ 14.51	$ 174.12	No Unit Prices Provided	
	2251 N. Palafox Pensacola, FL 32501														
	*** High Security Office (Restroom must be cleaned with employees present). Background Check**														
56	Court Administration 100 Maxwell Street Pensacola, FL 32501	865	5	Mon-Fri	$ 130.00	$ 1,560.00		$ 135.00	$ 1,620.00	$ 300.00	$ 3,600.00	$ 57.04	$ 684.48	No Unit Prices Provided	
62	Davisville Community Center 10200 Hwy 97 Bratt, FL 32535	7,124	1	Thurs	$ 300.00	$ 3,600.00		$ 304.00	$ 3,648.00	$ 500.00	$ 6,000.00	$ 93.95	$ 1,127.40	No Unit Prices Provided	

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
63	Dorrie Miller Community Center 2819 N. Miller St Pensacola, FL 32503	1,965	2	Mon-Fri	$ 90.00	$ 1,080.00		$ 275.00	$ 3,300.00	$ 500.00	$ 6,000.00	$ 51.83	$ 621.96	No Unit Prices Provided	
241	Ebonwood Community Center 3511 W. Scott St. Pensacola, FL 32505	2,964	2	Tue & Fri	$ 131.00	$ 1,572.00		$ 310.00	$ 3,720.00	$ 400.00	$ 4,800.00	$ 78.18	$ 938.16	No Unit Prices Provided	
66	Employee Health Clinic	6,158	6	Mon-Sat	$ 724.00	$ 8,688.00		$ 725.00	$ 8,700.00	$ 500.00	$ 6,000.00	$ 487.27	$ 5,847.24	No Unit Prices Provided	
	Human Relations Commission 2257 N. Baylen Pensacola, FL 32501	791	5	Mon-Fri	$ 200.00	$ 2,400.00		$ 98.00	$ 1,176.00	$ 100.00	$ 1,200.00	$ 52.16	$ 625.92	No Unit Prices Provided	
256	EMS @ Lions Eye Clinic 1135 W Hayes St. Pensacola, FL 32501	615	2	Mon & Thur	$ 80.00	$ 960.00		$ 75.00	$ 900.00	$ 500.00	$ 6,000.00	$ 16.22	$ 194.64	No Unit Prices Provided	
6	EMS @ Pleasant Grove Fire Station 9350 Gulf Beach Hwy Pensacola, FL 32507	122	1	Sat or Sun	$ 50.00	$ 600.00		$ 75.00	$ 900.00	$ 500.00	$ 6,000.00	$ 1.61	$ 19.32	No Unit Prices Provided	
231	EMS @ Osceola Fire 2601 Massachusetts Pensacola, FL 32505	200	2	Wed & Sat	$ 80.00	$ 960.00		$ 125.00	$ 1,500.00	$ 500.00	$ 6,000.00	$ 5.28	$ 63.36	No Unit Prices Provided	
314	Englewood Neighborhood Center 2749 N H St Pensacola, FL 32501	1,180	1	Tues	$ 50.00	$ 600.00		$ 125.00	$ 1,500.00	$ 500.00	$ 6,000.00	$ 15.56	$ 186.72	No Unit Prices Provided	
68	Englewood Community Center 2751 N H St Pensacola, FL 32501	10,824	2	Tue & Fri	$ 440.00	$ 5,280.00		$ 410.00	$ 4,920.00	$ 900.00	$ 10,800.00	$ 285.49	$ 3,425.88	No Unit Prices Provided	
121 **	Ensley Sheriff Sub-Station 97 Hood Dr. Pensacola, FL 32534	3,606	2	Tue & Fri	$ 150.00	$ 1,800.00		$ 210.00	$ 2,520.00	$ 500.00	$ 6,000.00	$ 95.11	$ 1,141.32	No Unit Prices Provided	
189	Equestrian Center Admin 7750 Mobile Hwy. Pensacola, FL 32526	774	1	Fri	$ 50.00	$ 600.00		$ 70.00	$ 840.00	$ 400.00	$ 4,800.00	$ 10.21	$ 122.52	No Unit Prices Provided	
242	Ernie L. Magaha Bldg. 221 Palafox Pl. Pensacola, FL 32502	126,700	5	Mon-Fri	$ 6,544.00	$ 78,528.00		$ 8,375.00	$ 100,500.00	$ 7,700.00	$ 92,400.00	$ 8,354.62	$ 100,255.44	No Unit Prices Provided	
258	Government Complex Parking Garage 49 W. Intendencia Pensacola, FL 32501 *** Includes 2 Stairwells, Elevator and Trash Receptacle on Each Level**	833	1	Fri	$ 80.00	$ 960.00		$ 70.00	$ 840.00	$ 100.00	$ 1,200.00	$ 10.99	$ 131.88	No Unit Prices Provided	
45 **	Escambia County Visitation 1190 W. Leonard St. Pensacola, FL 32501 ***Sheriff Training Area: Offices to be Cleaned during Business Hours. Hallways after Hours.**	31,249	5	Mon-Fri	$ 1,725.00	$ 20,700.00		$ 1,442.00	$ 17,304.00	$ 1,500.00	$ 18,000.00	$ 2,060.56	$ 24,726.72	No Unit Prices Provided	
179	Facilities Management	17,058	5	Mon-Fri	$ 1,094.00	$ 13,128.00		$ 702.00	$ 8,424.00	$ 1,035.00	$ 12,420.00	$ 1,124.81	$ 13,497.72	No Unit Prices Provided	
	Supervisor of Elections Warehouse 100 E. Blount St. Pensacola, FL 32501	5,630	2	Tues & Thur	$ 180.00	$ 2,160.00		$ 410.00	$ 4,920.00	$ 100.00	$ 1,200.00	$ 148.50	$ 1,782.00	No Unit Prices Provided	
					$ 1,026.00	**$ 10,680.00**	**Submitted**								
72	Felix Miga Center 904 N. 57th Pensacola, FL 32506	13,670	5	Mon-Fri	* **$ 1,026.00**	**$ 12,312.00**	**Corrected**	$ 1,056.00	$ 12,672.00	$ 1,200.00	$ 14,400.00	$ 901.40	$ 10,816.80	No Unit Prices Provided	

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning	3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
				$ 665.00	$ 7,800.00	Submitted								
203	Government Complex - Administration 1651 N. Nine Mile Rd. Pensacola, FL 32514	8,319	5 Mon-Fri **$180.00**	* $ 665.00	$ 7,980.00	Corrected	$ 682.00	$ 8,184.00	$ 745.00	$ 8,940.00	$ 548.56	$ 6,582.72	No Unit Prices Provided	
80 **	Juvenile Justice Center (JJC) 1800 St. Marys Ave. Pensacola, FL 32502 Juvenile Justice Center	51,083	5 Mon-Fri	$ 2,820.00	$ 33,840.00		$ 3,383.00	$ 40,596.00	$ 3,250.00	$ 39,000.00	$ 3,368.42	$ 40,421.04	No Unit Prices Provided	
	JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day													
	Juvenile Justice Detention Center	30,355	5 Mon-Fri	$ 1,898.00	$ 22,776.00		$ 1,999.00	$ 23,988.00	$ 2,250.00	$ 27,000.00	$ 2,001.61	$ 24,019.32	No Unit Prices Provided	
	JJC Detention Center must be Cleaned after 9pm													
	Juvenile Justice Assessment Center	12,036	5 Mon-Fri	$ 795.00	$ 9,540.00		$ 796.00	$ 9,552.00	$ 1,000.00	$ 12,000.00	$ 793.66	$ 9,523.92	No Unit Prices Provided	
	JJC Assessment Center: Employees must be escorted by Corrections Staff													
	*** High Security Office**													
	Note: Special Conditions													
255	Leonard Street Maintenance 1135 W Hayes St. Pensacola, FL 32501	1,200	1 1 Day a Week	$ 60.00	$ 720.00		$ 59.00	$ 708.00	$ 100.00	$ 1,200.00	$ 15.83	$ 189.96	No Unit Prices Provided	
267	Lexington Terrace Community Center 700 S. Old Corry Field Rd. Pensacola, FL 32523	2,964	2 Wed & Fri	$ 310.00	$ 3,720.00		$ 176.00	$ 2,112.00	$ 600.00	$ 7,200.00	$ 78.18	$ 938.16	No Unit Prices Provided	
181	Marie Ella Davis Community Center 16 Raymond St. Pensacola, FL 32507	1,965	1 Sat or Sun	$ 80.00	$ 960.00		$ 110.00	$ 1,320.00	$ 500.00	$ 6,000.00	$ 25.91	$ 310.92	No Unit Prices Provided	
301	Marie K. Young Community Center 6405 Wagner Road Pensacola, FL 32501	13,200	2 Tues & Fri	$ 585.00	$ 7,020.00		$ 386.00	$ 4,632.00	$ 500.00	$ 6,000.00	$ 348.16	$ 4,177.92	No Unit Prices Provided	
49	Matt Langley Bell 213 S. Palafox Pensacola, FL 32501	16,200	5 Mon-Fri	$ 1,036.00	$ 12,432.00		$ 520.00	$ 6,240.00	$ 1,300.00	$ 15,600.00	$ 1,068.23	$ 12,818.76	No Unit Prices Provided	
217	Mayfair Community Center 701 S. Madison Dr. Pensacola, FL 32505	1,965	2 Wed & Sat	$ 100.00	$ 1,200.00		$ 145.00	$ 1,740.00	$ 500.00	$ 6,000.00	$ 51.83	$ 621.96	No Unit Prices Provided	
124 **	Molino Sheriff Sub-Station 5844 N. Hwy 29 Pensacola, FL 32577	2,000	2 Wed & Sat	$ 100.00	$ 1,200.00		$ 156.00	$ 1,872.00	$ 500.00	$ 6,000.00	$ 52.75	$ 633.00	No Unit Prices Provided	
				$ 535.00	$ 6,360.00	Submitted								
302	Molino Tax Collector & Property Appraiser 6440 N Hwy 95A Pensacola, FL 32577	7,133	5 Mon-Fri	* $ 535.00	$ 6,420.00	Corrected	$ 494.00	$ 5,928.00	$ 500.00	$ 6,000.00	$ 470.35	$ 5,644.20	No Unit Prices Provided	
292	Molino Community Center 6450 N Hwy 95A Pensacola, FL 32577	11,280	2 Wed & Sat	$ 400.00	$ 4,800.00		$ 575.00	$ 6,900.00	$ 500.00	$ 6,000.00	$ 297.52	$ 3,570.24	No Unit Prices Provided	
292	Molino Cafeteria Dining & Restrooms 6450 N Hwy 95A Pensacola, FL 32577	1,400	2 Mon & Thur	$ 100.00	$ 1,200.00		$ 75.00	$ 900.00	$ 500.00	$ 6,000.00	$ 36.93	$ 443.16	No Unit Prices Provided	
260	Mosquito Control Administration	2,978	1 Friday	$ 60.00	$ 720.00		$ 134.00	$ 1,608.00	$ 500.00	$ 6,000.00	$ 39.27	$ 471.24	No Unit Prices Provided	
261	Mosquito Garage Restroom 601 Hwy 297A Cantonment, FL 32533	80	1 Friday	$ 50.00	$ 600.00		$ 60.00	$ 720.00	$ 500.00	$ 6,000.00	$ 1.06	$ 12.72	No Unit Prices Provided	
153	Oak Grove Community Center 2550 Hwy 99 Oak Grove, FL 32568	1,636	1 Friday	$ 60.00	$ 720.00		$ 74.00	$ 888.00	$ 500.00	$ 6,000.00	$ 21.58	$ 258.96	No Unit Prices Provided	

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
59	Old Courthouse 223 S. Palafox St. Pensacola, FL 32501	40,680	5	Mon-Fri	$ 2,300.00	$ 27,600.00		$ 2,637.00	$ 31,644.00	$ 2,000.00	$ 24,000.00	$ 2,682.45	$ 32,189.40	No Unit Prices Provided	
178	Supervisor of Election/Purchasing Old Ordon/Orvis Bldg 201 S. Palafox St. Pensacola, FL 32502	22,900	5	Mon-Fri	$ 1,420.00	$ 17,040.00		$ 779.00	$ 9,348.00	$ 1,600.00	$ 19,200.00	$ 1,510.03	$ 18,120.36	No Unit Prices Provided	
139 **	Pensacola Beach Sheriff Substation 43 Ft. Pickens Rd. Pensacola, FL 32561	2,845	3	Mon, Wed & Fri	$ 185.00	$ 2,220.00		$ 214.00	$ 2,568.00	$ 500.00	$ 6,000.00	$ 112.56	$ 1,350.72	No Unit Prices Provided	
305	Perdido Key Community Center & Welcome Station 15500 Perdido Key Dr. Pensacola, FL 32507	5,155	1	Sat or Sun	$ 100.00	$ 1,200.00		$ 140.00	$ 1,680.00	$ 500.00	$ 6,000.00	$ 67.98	$ 815.76	No Unit Prices Provided	
224	Public Safety 6575 N. W St. Pensacola, FL 32505	60,310	5	Mon-Fri	$ 3,420.00	$ 41,040.00		$ 3,987.00	$ 47,844.00	$ 4,025.00	$ 48,300.00	$ 3,976.85	$ 47,722.20	No Unit Prices Provided	
185	Quintette Community Center 2490 Quintette Lane Cantonment, FL 32533	1,965	1	Fri	$ 80.00	$ 960.00		$ 110.00	$ 1,320.00	$ 500.00	$ 6,000.00	$ 25.91	$ 310.92	No Unit Prices Provided	
113 **	Sheriff Administration 1700 W. Leonard St. Pensacola, FL 32501 **Must be cleaned during normal business hours**	108,927	5	Mon-Fri	$ 6,380.00	$ 76,560.00		$ 7,188.00	$ 86,256.00	$ 7,500.00	$ 90,000.00	$ 7,182.67	$ 86,192.04	No Unit Prices Provided	
113 **	Sheriff Maintenance Garage 3101 H. Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	15,680	5	Mon-Fri	$ 1,098.00	$ 13,176.00		$ 460.00	$ 5,520.00	$ 1,000.00	$ 12,000.00	$ 1,032.52	$ 12,390.24	No Unit Prices Provided	
113 **	Sheriff Investigations 1600 W. Leonard Street Pensacola, FL 32501 **Must be cleaned during normal business hours**	600	5	Mon-Fri	$ 180.00	$ 2,160.00		$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ 39.56	$ 474.72	No Unit Prices Provided	
157	Walnut Hill Community Center 7850 Hwy 97 Walnut Hill, FL 32568	4,823	1	Wed	$ 190.00	$ 2,280.00		$ 190.00	$ 2,280.00	$ 500.00	$ 6,000.00	$ 63.61	$ 763.32	No Unit Prices Provided	
182 **	Walnut Hill Sheriff Sub-Station 7850 Hwy 97 Walnut Hill, FL 32568	1,050	2	Tues & Thur	$ 77.00	$ 924.00		$ 93.00	$ 1,116.00	$ 600.00	$ 7,200.00	$ 27.69	$ 332.28	No Unit Prices Provided	
303 **	Warrington Sheriff Substation 30 N. Navy Blvd Pensacola, FL 32507	6,000	2	Tue / Thur	$ 265.00	$ 3,180.00		$ 340.00	$ 4,080.00	$ 900.00	$ 10,800.00	$ 158.26	$ 1,899.12	No Unit Prices Provided	
325	Warrington Tax Collector 4051 Barrancas Avenue Suite A Pensacola, FL 32507	9,515	5	Mon-Fri	$ 666.00	$ 7,992.00		$ 700.00	$ 8,400.00	$ 1,000.00	$ 12,000.00	$ 629.08	$ 7,548.96	No Unit Prices Provided	
173	Wind Mitigation Bldg. 3740 Stefani Rd. Pensacola, FL 32501	3,139	5	Mon-Fri	$ 230.00	$ 2,760.00		$ 540.00	$ 6,480.00	$ 925.00	$ 11,100.00	$ 206.99	$ 2,483.88	No Unit Prices Provided	
General Buildings Total		**871,040**			**$ 50,989.00** * **$ 51,023.00**	**$ 611,868.00** **$ 612,276.00**	**Submitted** **Corrected**	$ 54,836.00	$ 658,032.00	$ 65,000.00	$ 780,000.00	$ 52,069.69	$ 624,836.28	No Unit Prices Provided	

** **Require Background Check & Cleaned During Normal Business Hours**

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning		3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
LIBRARIES															
264	Century Library 7991 Century Blvd. Century, FL 32535	2,966	5	Tue - Sat	$ 350.00	$ 4,200.00		$ 394.00	$ 4,728.00	$ 300.00	$ 3,600.00	$ 297.50	$ 3,570.00	No Unit Prices Provided	
310	Genealogy Library 5740 N 9th Ave Pensacola, FL 32504	7,126	5	Tue - Sat	$ 600.00	$ 7,200.00		$ 725.00	$ 8,700.00	$ 700.00	$ 8,400.00	$ 474.48	$ 5,693.76	No Unit Prices Provided	
318	Legion Field Library 1301 W. Gregory St. Pensacola, FL 32533	3,545	6	Mon - Sat	$ 375.00	$ 4,500.00		$ 440.00	$ 5,280.00	$ 500.00	$ 6,000.00	$ 283.25	$ 3,399.00	No Unit Prices Provided	
292	Molino Library 6450 N Hwy 95A Pensacola, FL 32577	4,320	6	Mon - Sat	$ 400.00	$ 4,800.00		$ 550.00	$ 6,600.00	$ 500.00	$ 6,000.00	$ 345.17	$ 4,142.04	No Unit Prices Provided	
232	SW Library 12248 Gulf Beach Hwy. Pensacola, FL 32507	7,295	6	Mon - Sat	$ 700.00	$ 8,400.00		$ 735.00	$ 8,820.00	$ 700.00	$ 8,400.00	$ 582.88	$ 6,994.56	No Unit Prices Provided	
308	Tryon Library 1200 Langley Ave. Pensacola, FL 32504	12,045	6	Mon - Sat	$ 1,100.00	$ 13,200.00		$ 1,410.00	$ 16,920.00	$ 1,300.00	$ 15,600.00	$ 962.41	$ 11,548.92	No Unit Prices Provided	
307	W Florida Regional Library 239 N. Spring St. Pensacola, FL 32502	50,957	7	Mon - Sun	$ 450.00	$ 5,400.00		$ 5,051.00	$ 60,612.00	$ 4,500.00	$ 54,000.00	$ 4,650.14	$ 55,801.68	No Unit Prices Provided	
					$ 3,850.00	$ 46,200.00	Submitted								
Libraries Total		**88,254**		**Total**	* $ 3,975.00	$ 47,700.00	Corrected	$ 9,305.00	$ 111,660.00	$ 8,500.00	$ 102,000.00	$ 7,595.83	$ 91,149.96	No Unit Prices Provided	
Solid Waste															
	Solid Waste 13009 Beulah Road Pensacola, FL 32526														
273	Solid Waste - Administration **Clean Microwave each day** **Buff floors once a week**	8,046	5	Mon-Fri	$ 560.00	$ 6,720.00		$ 664.00	$ 7,968.00	$ 400.00	$ 4,800.00	$ 267.26	$ 3,207.12	No Unit Prices Provided	
27	Solid Waste -- Operations Garage **Clean Microwave each day** **Buff floors once a week**	4,206	6	Mon-Sat	$ 400.00	$ 4,800.00		$ 379.00	$ 4,548.00	$ 50.00	600.00	$ 163.29	$ 1,959.48	No Unit Prices Provided	
251	Solid Waste - Hazardous House Waste	280	5	Mon-Fri	$ 350.00	$ 4,200.00		$ 625.00	$ 7,500.00	$ 400.00	$ 4,800.00	$ 74.40	$ 892.80	No Unit Prices Provided	
30281	Solid Waste - Guard Trailer	685	1	1 Day a Week	$ 100.00	$ 1,200.00		$ 65.00	$ 780.00	$ 50.00	$ 600.00	$ 74.40	$ 892.80	No Unit Prices Provided	
28	Solid Waste - Scale House **Clean Microwave each day**	357	6	Mon-Sat	$ 380.00	$ 4,560.00		$ 170.00	$ 2,040.00	$ 50.00	$ 600.00	$ 225.16	$ 2,701.92	No Unit Prices Provided	
316	Solid Waste - Scale House 2906 N. Palafox Street Pensacola, FL 32501	315	1	1 Day a Week	$ 100.00	$ 1,200.00		$ 60.00	$ 720.00	$ 50.00	$ 600.00	$ 70.49	$ 845.88	No Unit Prices Provided	
Solid Waste Total		**13,889**		**Total**	$ 1,890.00	$ 22,680.00		$ 1,963.00	$ 23,556.00	$ 1,000.00	$ 12,000.00	$ 875.00	$ 10,500.00	No Unit Prices Provided	

Bldg #	Building / Location	Gross Sq Ft		Frequency / Days of Cleaning	3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
Road Department															
	Road Department 601 Hwy 297A Pensacola, FL 32533														
37	Road Department - Administration	2,730	5	Mon-Fri	$ 316.00	$ 3,792.00		$ 295.00	$ 3,540.00	$ 250.00	$ 3,000.00	$ 682.40	$ 8,188.80	No Unit Prices Provided	
39	Road Department - Wellness Center	1,668	5	Mon-Fri	$ 194.00	$ 2,238.00	Submitted	$ 163.00	$ 1,956.00	$ 100.00	$ 1,200.00	$ 428.06	$ 5,136.72	No Unit Prices Provided	
					*	$ 2,328.00	Corrected								
270	Road Department - Modular Trailer	760	5	Mon-Fri	$ 100.00	$ 1,200.00		$ 129.00	$ 1,548.00	$ 100.00	$ 1,200.00	$ 23.75	$ 285.00	No Unit Prices Provided	
41A	Road Department - Modular Trailer	760	5	Mon-Fri	$ 100.00	$ 1,200.00		$ 129.00	$ 1,548.00	$ 250.00	$ 3,000.00	$ 11.62	$ 139.44	No Unit Prices Provided	
36	Road Department - Fleet Maintenance	2,300	5	Mon-Fri	$ 230.00	$ 2,760.00		$ 155.00	$ 1,860.00	$ 150.00	$ 1,800.00	$ 36.33	$ 435.96	No Unit Prices Provided	
187	Road Department - Fuel Operations Trailer	720	5	Mon-Fri	$ 100.00	$ 1,200.00		$ 124.00	$ 1,488.00	$ 150.00	$ 1,800.00	$ 5.34	$ 64.08	No Unit Prices Provided	
Road Department Total		**8,938**		**Total**	$ 1,040.00	$ 12,480.00		$ 995.00	$ 11,940.00	$ 1,000.00	$ 12,000.00	$ 1,187.50	$ 14,250.00	No Unit Prices Provided	
Tax Collector															
						$ 12,390.00									
219	Marcus Point Tax Collector 6451 "W" Street Pensacola, FL 32505 **Public Restrooms are to be cleaned twice a day**	10,038	5	Mon-Fri	$ 990.00	$ 11,880.00		$ 1,580.00	$ 18,960.00	$ 1,000.00	$ 12,000.00	$ 675.00	$ 8,100.00	No Unit Prices Provided	
Tax Collector Total		**10,038**		**Total**	$ 990.00	$ 11,880.00		$ 1,580.00	$ 18,960.00	$ 1,000.00	$ 12,000.00	$ 675.00	$ 8,100.00	No Unit Prices Provided	
ECAT															
	ECAT 1515 W Fairfield Drive Pensacola, FL 32501														
	Office Areas		5	Mon - Fri											
	Restrooms		6	Mon - Sat											
	***Passenger Restrooms Start at 2PM Daily**														
	Kitchen / Breakroom Area		6	Mon - Sat											
ECAT Total		**12,750**		**Total**	$ 1,245.00	$ 14,940.00		$ 2,840.00	$ 34,080.00	$ 1,000.00	$ 12,000.00	$ 916.66	$ 10,999.92	No Unit Prices Provided	

Summary	3H Services System, Inc. Monthly	3H Services System, Inc. Yearly		American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly		Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
General Buildings	* $ 51,023.00	$ 612,276.00	Corrected	$ 54,836.00	$ 658,032.00	$ 65,000.00	$ 780,000.00	$ 52,069.69	$ 624,836.28		$ 26,123.20	$ 313,574.40
	$ 50,989.00	$ 611,868.00	Submitted									
Libraries	* $ 3,975.00	$ 47,700.00	Corrected	$ 9,305.00	$ 111,660.00	$ 8,500.00	$ 102,000.00	$ 7,595.83	$ 91,149.96		$ 15,003.18	$ 180,038.16
	$ 3,850.00	$ 46,200.00	Submitted Unit Prices									
	$ 7,825.00	$ 93,900.00	Submitted Total Prices									
Solid Waste	$ 1,890.00	$ 22,680.00		$ 1,963.00	$ 23,556.00	$ 1,000.00	$ 12,000.00	$ 875.00	$ 10,500.00	Corrected	$ 5,555.60	$ 86,667.20
								$ 1,187.50	$ 14,250.00	Submitted		
Road Department	$ 1,040.00	$ 12,480.00		$ 995.00	$ 11,940.00	$ 1,000.00	$ 12,000.00	$ 1,187.50	$ 14,250.00	Corrected	$ 3,675.20	$ 42,902.40
								$ 875.00	$ 10,500.00	Submitted		
Tax Collector	$ 990.00	$ 11,880.00		$ 1,580.00	$ 18,960.00	$ 1,000.00	$ 12,000.00	$ 675.00	$ 8,100.00		$ 4,015.20	$ 48,182.40
ECAT	$ 1,245.00	$ 14,940.00		$ 2,840.00	$ 34,080.00	$ 1,000.00	$ 12,000.00	$ 916.66	$ 10,999.92		$ 5,100.00	$ 61,200.00
Monthly/Yearly Grand Totals	* $ 60,163.00	$ 721,956.00	Corrected	$ 71,519.00	**$ 858,228.00**	$ 77,500.00	**$ 930,000.00**	$ 63,319.68	$ 759,836.16			$ 732,564.56
	$ 63,979.00	$ 767,748.00	Submitted									
	Contractor will not accept contract at corrected pricing.							**Non-Responsive Contractor did not respond to all unit prices.**			**Non-Responsive Contractor did not provide any unit prices.**	

*Prices changed to reflect corrections in extension errors made by 3H Service System, Inc.

Bldg #	Building / Location	Gross Sq Ft	Frequency / Days of Cleaning	3H Services System, Inc. Monthly	3H Services System, Inc. Yearly	Submitted Corrected Items	American Facility Services, Inc. Monthly	American Facility Services, Inc. Yearly	Performance Property Servicing, Inc. Monthly	Performance Property Servicing, Inc. Yearly	Non-Responsive Service Management Systems, Monthly	Non-Responsive Service Management Systems, Yearly	Non-Responsive CER Signature Cleaning, Inc Monthly	Non-Responsive CER Signature Cleaning, Inc Yearly
Additional Area Cleaning Cost:														
	VCT: Strip / Wax (4 coats)			$ 0.35			$ 0.28		$ 0.25		$ 0.22		$ 0.85	
	Ceramic: Scrub			$ 0.10			$ 0.12		$ 0.20		$ 0.12		$ 0.85	
	Carpet: Shampoo			$ 0.16			$ 0.14		$ 0.20		$ 0.12		$ 0.12	
	Window Cleaning Exterior (Outside of Scope)			$ 0.35			$ 0.10		$ 0.15		$ 0.15		$ 0.12	
	Window Cleaning Interior (Outside of Scope)			$ 0.12			$ 0.08		$ 0.15		$ 0.28		$ 0.95	
Emergency Service Call Cost - 2hr. Response Time Based on 1 hour on site.														
	Century Library			$ 18.95			**$ 175.00**		**$ 16.00**		**Did Not Bid These Items**		**Did Not Bid These Items**	
	Genealogy Library			$ 18.95			**$ 100.00**		**$ 16.00**					
	Legion Field			$ 18.95			**$ 175.00**		**$ 16.00**					
	Molino Library			$ 18.95			**$ 100.00**		**$ 16.00**					
	SW Library			$ 18.95			**$ 100.00**		**$ 16.00**					
	Tryon Library			$ 18.95			**$ 100.00**		**$ 16.00**					
	W. Florida Regional Library			$ 18.95			**$ 100.00**		**$ 16.00**					
	Additional hourly rate			$ 18.95			$ 12.50		$ 16.00					

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13735 **County Administrator's Report** **11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Establish County-Funded Administrative Support Specialist Position - Escambia County Teen Court Program
From: Will Moore, Chief Deputy Court Administrator
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Establishment of a County-Funded Administrative Support Specialist Position for Teen Court Program - Will Moore, Chief Deputy Court Administrator

That the Board take the following action concerning the establishment of a County-funded Administrative Support Specialist position for the Escambia County Teen Court Program:

A. Authorize the creation of a Fund 115, Article V Juvenile Programs funded position, Administrative Support Specialist, per the provided job description; and

B. Authorize the recurring personnel expenditure from reserves for the necessary annual cost beginning March 17, 2018, at an hourly rate of $14 x 2080 = $29,120 annual base salary plus benefits.

[Funding: Fund 115, Juvenile Programs Article V, Cost Center 410502, Object Code 51201]

BACKGROUND:

Escambia County Teen Court is a diversion program for juvenile first time offenders, funded by a county ordinance where a $3 court fee is assessed on criminal and civil offenses. Juveniles charged with a misdemeanor criminal offense have the opportunity to accept consequences determined by a jury of their peers, and avoid having a permanent court record. And for teens interested in the legal field, Teen Court is an excellent forum for learning about the court process, and practicing as an attorney, juror, or other court officer - in a live courtroom setting. The program is designed to hold juveniles accountable for their actions, educate teens on the law and consequences, and promote positive peer pressure.

The current part time position provides assistance to the coordinator with case management and during Teen Court sessions. The number and needs of the clients we serve has increased. In order to support this growth, we are requesting the part time student position become a full time Administrative Support Specialist. The increase in hours would provide more administrative support so the Coordinator could increase her presence in the community with school checks for current clients and volunteer recruitment. It is important to a successful case closure that each juvenile is attending school and knows that their behavior is being monitored. Another vital role to Teen Court is the volunteer component. With the additional hours, the Coordinator would be able to visit more area middle and high schools to increase volunteer participation.

BUDGETARY IMPACT:

Funding for the Teen Court Administrative Support Specialist position will be provided through Juvenile Programs Article V Fund according to Florida Statute 938.19 Court Costs Teen Courts:

"(1)Notwithstanding s. 318.121, in each county in which a teen court has been created, the board of county commissioners may adopt a mandatory court cost to be assessed in specific cases by incorporating by reference the provisions of this section in a county ordinance. Assessments collected by the clerk of the circuit court under this section shall be deposited into an account specifically for the operation and administration of the teen court.

(2)A sum of up to $3 shall be assessed as a court cost in the circuit and county court in the county against each person who pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, or adjudicated delinquent for a violation of a criminal law, a delinquent act, or a municipal or county ordinance, or who pays a fine or civil penalty for any violation of chapter 316. Any person whose adjudication is withheld under s. 318.14(9) or (10) shall also be assessed the cost.

(3)The assessment for court costs shall be assessed in addition to any fine or civil penalty or other court cost and may not be deducted from the proceeds of that portion of any fine or civil penalty that is received by a municipality in the county or by the county in accordance with ss. 316.660 and 318.21. The assessment shall be specifically added to any civil penalty paid for a violation of chapter 316, regardless of whether the penalty is paid by mail, paid in person without request for a hearing, or paid after hearing and determination by the court. However, the assessment may not be made against a person for a violation of any state law or municipal or county ordinance relating to the parking of vehicles, with the exception of a violation of the handicapped parking laws.

(4)(a)The clerk of the circuit court shall collect the assessments for court costs established in this section and shall remit the assessments to the teen court monthly.

(b)The clerk of the circuit court shall withhold 5 percent of the assessments collected, which shall be retained as fee income of the office of the clerk of the

circuit court.

(5)A teen court must account for all funds received under this section in a written report to the board of county commissioners. The report must be given to the commissioners by August 1 of each year or by a date required by the commissioners.

(6)A teen court may be administered by a nonprofit organization, a law enforcement agency, the court administrator, the clerk of the court, or another similar agency authorized by the board of county commissioners.

(7)A teen court administered in a county that adopts an ordinance to assess court costs under this section may not receive court costs collected under s. 939.185(1)(a)4."

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Administrative Support Specialist job description

Administrative Support Specialist – Teen Court
Full Time
$14.00/hr
$29,120.00/annually

Escambia County Teen Court is a diversion program for juvenile first time offenders, funded by a county ordinance where a $3 court fee is assessed on criminal and civil offenses. Juveniles charged with a misdemeanor criminal offense have the opportunity to accept consequences determined by a jury of their peers, and avoid having a permanent court record. And for teens interested in the legal field, Teen Court is an excellent forum for learning about the court process, and practicing as an attorney, juror, or other court officer - in a live courtroom setting. The program is designed to hold juveniles accountable for their actions, educate teens on the law and consequences, and promote positive peer pressure.
The current part time position provides assistance to the coordinator with case management and during Teen Court sessions. The number and needs of the clients we serve has increased. In order to support this growth, we are requesting the part time student position become a full time Administrative Support Specialist. The increase in hours would provide more administrative support so the Coordinator could increase her presence in the community with school checks for current clients and volunteer recruitment. It is important to a successful case closure that each juvenile is attending school and knows that their behavior is being monitored. Another vital role to Teen Court is the volunteer component. With the additional hours, the Coordinator would be able to visit more area middle and high schools to increase volunteer participation.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13755 **County Administrator's Report** **11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA),concerning the four 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 Milton C. Patejdl, owner of residential property located at 508 South First Street, Warrington Redevelopment District, each in the amount of $2,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

2. The Agreements between Escambia County CRA and Willard C., Jr., and Mary Jane Turner, owners of residential property located at 104 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, to replace windows and storm shutter installation;

3. The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of $3,370, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

4. The Agreements between Escambia County CRA and James W. Lent, Jr., and Joanne M. Breen, Trustees for James W. Lent, Jr., and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, owners of residential property located at 25 Manor 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, to replace windows; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Milton C. Patejdl, Warrington TIF, Cost Center 370114, in the amount of $2,100
2. Willard C., Jr. and Mary Jane Turner, Warrington TIF, Cost Center 370114, in the amount of $6,000
3. Robert F. and Carolyn A. Wilson, Warrington TIF, Cost Center 370114, in the amount of $3,370
4. James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, Warrington TIF, Cost Center 370114, in the amount of $6,000

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_Patejdl_March2018
Agreement_Turners_March2018
Agreement_Wilson_March2018
Agreement_James W. Lent and Breen Trustees_March2018

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **15th** day of **March 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Milton C. Patejdl,** (the "Recipient"), owner of residential property located at **508 South First Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,100**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,100**, which shall be comprised of a cash contribution of **$2,100**.

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 **15th** day of **March 2018**, and the Project shall be complete on or before the **15th** day of **June 2018**, (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:
Milton C. Patejdl
508 South First Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Milton C. Patejdl, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of February, 2018 by Milton C. Patejdl, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(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: 2/16/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Milton C. Patejdl**
Property Address: **508 South First Street, 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.
Milton C. Patejdl	**508 South First Street Pensacola, FL 32507**	**51-2S-30-7062-330-037**

Total Amount of Lien **$2,100**

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:

Milton C. Patejdl, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of February, 2018 by Milton C. Patejdl, Property Owner. He (__) is personally known to me or (✓) has produced FL Driving 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: _____
Jeff Bergosh, 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: 2/6/18

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

508 South First Street – Milton C. Patejdl

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **15th** day of **March 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Willard C., Jr. and Mary Jane Turner,** (the "Recipient(s)"), owner of residential property located at **104 Payne Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the 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 **15th** day of **March 2018**, and the Project shall be complete on or before the **15th** day of **June 2018**, (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):
Willard C., Jr. and Mary Jane Turner
104 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Willard C. Turner, Jr., Property Owner

_____
Mary Jane Turner, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/6/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2018 by Willard C. Turner, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of February, 2018 by Mary Jane Turner, 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.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Willard C., Jr. and Mary Jane Turner**
Property Address: **104 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows and Storm Shutter Installation.

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.
Willard C., Jr. and Mary Jane Turner	**104 Payne Road Pensacola, FL 32507**	**50-2S-30-6090-321-016**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Willard C. Turner, Jr.

Willard C. Turner, Jr., Property Owner

Mary Jane Turner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2018 by Willard C. Turner, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of February, 2018 by Mary Jane Turner, Property Owner. She (__) is personally known to me or (✓) 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: _____

Jeff Bergosh, 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: 2/6/18

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 and Storm Shutter Installation

104 Payne Road – Willard C., Jr. and Mary Jane Turner

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **15th** day of **March 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Robert F. and Carolyn A. Wilson,** (the "Recipient(s)"), owner of residential property located at **428 South First Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,370**, 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 **$3,370**, which shall be comprised of a cash contribution of **$3,370**.

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 **15th** day of **March 2018**, and the Project shall be complete on or before the **15th** day of **June 2018**, (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):
Robert F. and Carolyn A. Wilson
428 South First Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Robert F. Wilson
Robert F. Wilson, Property Owner

Carolyn A. Wilson
Carolyn A. Wilson, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/8/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of February, 2018 by Robert F. Wilson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of February, 2018 by Carolyn A. Wilson, 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.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Robert F. and Carolyn A. Wilson**
Property Address: **428 South First Street, 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.
Robert F. and Carolyn A. Wilson	**428 South First Street Pensacola, FL 32507**	**51-2S-30-7062-033-034**

Total Amount of Lien **$3,370**

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):

Robert F. Wilson

Robert F. Wilson, Property Owner

Carolyn A. Wilson

Carolyn A. Wilson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of February, 2018 by Robert F. Wilson, Property Owner. He (__) is personally known to me or (V) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of February, 2018 by Carolyn A. Wilson, Property Owner. She (__) is personally known to me or (V) 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

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: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/8/18

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

428 South First Street – Robert F. and Carolyn A. Wilson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **15th** day of **March 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13,** (the "Recipient(s)"), owner of residential property located at **25 Manor 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 **15th** day of **March 2018**, and the Project shall be complete on or before the **15th** day of **June 2018**, (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:	*Recipient(s):*
Max Rogers, AICP	James W. Lent, Jr. and Joanne M.
Development Program Manager	Breen Trustees for James W.
Neighborhood and Human Services Dept.	Lent, Jr. and Joanne M. Breen
Community Redevelopment Agency	Revocable Inter Vivos Trust 5/21/13
221 Palafox Place, Ste. 305	25 Manor Drive
Pensacola, Florida 32502	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: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients: James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13

_____
James W. Lent, Jr., Property Owner

_____
Joanne M. Breen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of February, 2018 by James W. Lent, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 14th day of February, 2018 by Joanne M. Breen, 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

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13**
Property Address: **25 Manor Drive, 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(s)	Address of Property	Property Reference No.
James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13	**25 Manor Drive Pensacola, FL 32507**	**50-2S-30-6031-000-006**

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(s): James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13

_____

James W. Lent, Jr., Property Owner

_____

Joanne M. Breen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of February, 2018 by James W. Lent, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 14th day of February, 2018 by Joanne M. Breen, 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: _____

Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/13/18

Replacement Windows

25 Manor Drive – James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13756 **County Administrator's Report** **11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of 11 Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 11 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Thomas F. Alger and Patricia D. Alger	218 Bryant Road	$1,250
James F. Irby, IV	220 Bryant Road	$1,361
Winston O. Hanks and Susan J. Hanks	211 Sunset Avenue	$2,100
James D. Andrews	118 Southeast Kalash Road	$1,150
Carol H. Boynton	305 Greve Road	$4,390
Verlon L. Trozal	415 Greve Road	$1,592
Kathleen S. Shelton-Lowe	303 West Sunset Avenue	$1,250
Errol Fogarty	406 East Sunset Avenue	$2,420
Arthur Moore and Mary Jane Moore	617 Lakewood Road	$2,162
Ishmeal T. and Nancy M. Damaso	2502 West Lloyd Street	$2,185
Michael and Melissa Pino	415 Southeast Baublits Drive	$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, 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_Alger_March2018
LienCX_Irby-March2018
LienCX_Hanks_March2018
LienCX_Andrews_March2018
LienCX_Boynton _March2015
LienCX_Trozal_March2018
LienCX_Lowe_March2018
LienCX_Fogarty_March2018
LienCX_Moore_March2018
LienCX_Damaso_March2018
LienCX_Pino_March2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,250** executed by **Thomas F. Alger and Patricia D. Alger**, and recorded in Official Record Book **7658** at pages **946-947**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

12/8/2016 CAR II-10 (1)

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.
Thomas F. Alger and Patricia D. Alger	**218 Bryant Road Pensacola, FL 32507**	**50-2S-30-6090-240-012**

Total Amount of Lien **$1,250**

Date: 12-13-2016 Verified By: K. McLeod

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017006289 1/27/2017 10:16 AM
OFF REC BK: 7658 PG: 946 Doc Type: L
Recording $18.50

For Recipient(s):

Thomas F. Alger

Thomas F. Alger, Property Owner

Patricia D. Alger

Patricia D. Alger, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Thomas F. Alger, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Patricia D. Alger, 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, Florida**

By: Douglas B. Underhill

Chairman

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

By: Deputy Clerk

Date Executed: 12/8/2016

BCC Approved: 12-8-2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:

Date: 9/21/16

Warrington District

218 Bryant Road

Sanitary Sewer Installation

Project Total $2,500

Grant Total $1,250

Pensacola, FL 32502
STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,361** executed by **James F. Irby, IV**, and recorded in Official Record Book **7590** at pages **854-855**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305

Escambia County
Clerk's Original

8/18/2016 CRA #16

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.
James F. Irby, IV	**220 Bryant Road** **Pensacola, FL 32507**	**50-2S-30-6090-241-012**

Total Amount of Lien **$1,361**

Date: 8/18/16 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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016071054 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 854 - 855 Doc Type: L
RECORDING: $18.50

For Recipient:

James F Irby IV

James F. Irby, IV, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of July, 2016 by James F. Irby, IV, Property Owner. He (__) is personally known to me or (X) 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: _____

Grover C. Robinson, IV, Chairman

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

By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 8/18/2016

BCC Approved: 08-18-2016

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/13/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

220 Bryant Road

Sanitary Sewer Connection

Project Total $2,723

Grant Total $1,361

Pensacola, FL 32502
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 **$2,100** executed by **Winston O. Hanks and Susan J. Hanks**, and recorded in Official Record Book **7574** at pages **71-72**, 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: _____
Jeff Bergosh, 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: 2/4/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305

Escambia County
Clerk's Original

7/19/2016 CAR. II-2

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Winston O. Hanks and Susan J. Hanks	**211 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-283-014**

Date: 7/22/2016 Verified By: S. Carver

Total Amount of Lien **$2,100**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016062558 08/16/2016 at 09:51 AM
OFF REC BK: 7574 PG: 71 - 72 Doc Type: L
RECORDING: $18.50

For Recipient(s):

Winston O. Hanks

Winston O. Hanks, Property Owner

Susan J. Hanks

Susan J. Hanks, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Winston O. Hanks, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Susan J. Hanks, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: _____
Deputy Clerk

Date Executed: 7/19/2016

BCC Approved: 07-19-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/26/16

Before

Warrington District

211 Sunset Avenue

Sanitary Sewer Connection

Project Total $4,200

Grant Total $2,100

After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,150** executed by **James D. Andrews**, and recorded in Official Record Book **7574** at pages **73-74**, 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: _____
Jeff Bergosh, 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: 2/4/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/19/2016 BAL-TE2

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.
James D. Andrews	**118 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-347-017**

Date: 7/22/2016 Verified By: G. Green

Total Amount of Lien **$1,150**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016062559 08/16/2016 at 09:51 AM
OFF REC BK: 7574 PG: 73 - 74 Doc Type: L
RECORDING: $18.50

For Recipient:

James D. Andrews, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of June, 2016 by James D. Andrews, Property Owner. ~~She~~ (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: _____
Deputy Clerk

Date Executed: 7/19/2016

BCC Approved: 07-19-2016

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/13/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

118 Southeast Kalash Road

Sanitary Sewer Installation

Project Total $2,300

Grant Total $1,150

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 **$4,390** executed by **Carol H. Boynton**, and recorded in Official Record Book **7650** at pages **1883-1884**, 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: _____
Jeff Bergosh, 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: 2/7/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/16/2016 CAR II-10

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.
Carol H. Boynton	**305 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-531-025**

Date: 6/21/2016 Verified By:

Total Amount of Lien **$4,390**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017001919 1/10/2017 2:37 PM
OFF REC BK: 7650 PG: 1883 Doc Type: L
Recording $18.50

For Recipient:

Carol H. Boynton

Carol H. Boynton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of May, 2016 by Carol H. Boynton, Property Owner. She (__) is personally known to me or (X) has produced military ID as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

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

Date Executed: 6/16/2016

BCC Approved: 06-16-2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 5/17/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

305 Greve Road

Sanitary Sewer Connection and Replace Roof

Project Total $8,780

Grant Total $4,390

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,592** executed by **Verlon L. Trozal**, and recorded in Official Record Book **7660** at pages **821-822**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

1/19/2017 CRA II-5(4)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017013107 2/23/2017 1:22 PM
OFF REC BK: 7670 PG: 821 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.
Verlon L. Trozal	**415 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-558-026**

Verified By: [signature]
Date: 1/24/2017

Total Amount of Lien **$1,592**

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:

Verlon L. Trozal

Verlon L. Trozal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of December, 2017 by Verlon L. Trozal, 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: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 1/19/2017

BCC Approved: 01-19-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/22/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

415 Greve Road

Sanitary Sewer Connection

Project Total $3,185

Grant Total $1,592

Pensacola, FL 32502
STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,250** executed by **Kathleen S. Shelton-Lowe**, and recorded in Official Record Book **7650** at pages **1879-1880**, 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: _____
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K. Hualsher
Date: 2/7/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

12/8/2016 CAR II-10(7)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Kathleen S. Shelton-Lowe	**303 West Sunset Avenue** **Pensacola, FL 32507**	**50-2S-30-6090-589-027**

Date: 12-14-2016 Verified By: K. McCord

Total Amount of Lien **$1,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017001917 1/10/2017 2:37 PM
OFF REC BK: 7650 PG: 1879 Doc Type: L
Recording $18.50

For Recipient:

Kathleen S. Shelton-Lowe

Kathleen S. Shelton-Lowe, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of October, 2016 by Kathleen S. Shelton-Lowe, 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: ~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill

Chairman

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

Deputy Clerk

Date Executed: 12/8/2016

BCC Approved: 12-8-2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 10/19/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

303 West Sunset Avenue

Sanitary Sewer Connection

Project Total $2,500

Grant Total $1,250

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 **$2,420** executed by **Errol Fogarty**, and recorded in Official Record Book **7673** at pages **1701-1702**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

1/19/2017 CRA II-5(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017014969 3/2/2017 9:27 AM
OFF REC BK: 7673 PG: 1701 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.
Errol Fogarty	**406 East Sunset Avenue Pensacola, FL 32507**	**50-2S-30-7050-330-009**

Date: 1/24/2017 Verified By: [signature]

Total Amount of Lien **$2,420**

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:

Errol Fogarty, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of December, 2017 by Errol Fogarty, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(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

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

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 1/19/2017

BCC Approved: 01-19-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/29/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Warrington District

406 East Sunset Avenue

Replace Roof

Project Total $4,840

Grant Total $2,420

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 **$2,162** executed by **Arthur Moore and Mary Jane Moore**, and recorded in Official Record Book **7590** at pages **860-861**, 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: _____
Jeff Bergosh, 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: 2/14/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/19/2016 CAR. #2

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Arthur Moore	**617 Lakewood Road**	**59-2S-30-1000-017-005**
and Mary Jane Moore	**Pensacola, FL 32507**	

Verified By: [signature] Date: 7/22/2016

Total Amount of Lien **$2,162**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016071057 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 860 - 861 Doc Type: L
RECORDING: $18.50

For Recipient(s):

Arthur Moore, Property Owner

Mary Jane, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of June, 2016 by Arthur Moore, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 6/20 EXP as identification.

The foregoing instrument was acknowledged before me this 22ND day of June, 2016 by Mary Jane Moore, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 6/18 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
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

By: _____ Deputy Clerk

Date Executed: 7/19/2016

BCC Approved: 07-19-2016

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: Assistant AC
Date: 6/24/16

Barrancas District

617 Lakewood Road

Storm Shutter Installation

Project Total $4,324

Grant Total $2,162

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 **$2,185** executed by **Ishmeal T. and Nancy M. Damaso**, and recorded in Official Record Book **7590** at pages **856-857**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/19/2016 CAR II-2

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.
Ishmeal T. and Nancy M. Damaso	**2502 W. Lloyd Street Pensacola, FL 32505**	**31-2S-30-2000-008-006**

Date: 7/22/2016 Verified By:

Total Amount of Lien **$2,185**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201607 1055 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 856 - 857 Doc Type: L
RECORDING: $18.50

For Recipient:

Ishmael T. Damaso, Property Owner

Nancy M. Damaso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of May, 2016 by Ishmael T. Damaso, Property Owner. He (__) is personally known to me or (✓) has produced FL DL as identification.

The foregoing instrument was acknowledged before me this 24th day of May, 2016 by Nancy M. Damaso, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 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
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 7/19/2016

BCC Approved: 07-19-2016

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: OACA

Date: 5/24/16

Brownsville District

2502 West Lloyd Street

New Roof Installation

Project Total $4,370

Grant Total $2,185

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 **$6,000** executed by **Michael and Melissa Pino**, and recorded in Official Record Book **7653** at pages **1580-1581**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/22/2016 CAR II-21A(5)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Michael and Melissa Pino	**415 Southeast Baublits Drive Pensacola, FL 32507**	**50-2S-30-6090-439-021**

Date: 9-27-2016 Verified By: K. McLeod

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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017003554 1/18/2017 9:11 AM
OFF REC BK: 7653 PG: 1580 Doc Type: L
Recording $18.50

For Recipient(s):

Michael Pino, Property Owner

Melissa Pino, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Michael Pino, Property Owner. He (__) is personally known to me or (✓) has produced FLDL ···· 294-0 as identification.

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Melissa Pino, Property Owner. She (__) is personally known to me or (✓) has produced FLDL ··· 596-0 as identification.

Signature of Notary Public

(Notary Seal) ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

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

By: _____
Deputy Clerk

SEAL

Date Executed: 9-22-2016

BCC Approved: 09-22-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/22/16

Warrington District

415 Southeast Baublits Drive

Replace Roof

Project Total $13,350

Grant Total $6,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13757 **County Administrator's Report** **11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following March 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Property Owner	Address	Amount
Dang & Nguyen Enterprise, LLC	3201 Mobile Highway	$5,443
LOJ, LLC	3470 North Pace Boulevard	$962

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

BACKGROUND:

The aforementioned property owner has satisfied the 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, 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_Dang&Nguyen_March2018
LienCX_LOJ, LLC_March2018

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 **$5,443** executed by **Dang & Nguyen Enterprise, LLC**, and recorded in Official Record Book **7396** at pages **1730-1731**, 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: _____
Jeff Bergosh, 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: 2/1/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/19/2015 CAK II-2

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015065115 08/26/2015 at 01:03 PM
OFF REC BK: 7396 PG: 1730 - 1731 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Dang & Nguyen Enterprise, LLC	**3201 Mobile Highway Pensacola, Florida 32505**	**33-2S-30-4000-002-250**

Verified By: [signature] Date: 3/31/2015

Total Amount of Lien **$5,443**

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.

RECEIVED AUG 26 2015

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Hong Tran, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of February, 2015 by Hong Tran, Property Owner. She (____) 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: _____
Steven Barry, Chairman

Approved as to form and legal sufficiency.

By/Title:
Date:

Date Executed: 3/31/2015

BCC Approved: 03-19-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: _____
Deputy Clerk

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Brownsville District

3201 Mobile Highway

Restoration of Architectural Features

Project Total $10,887

Grant Total $5,443

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 **$962** executed by **LOJ, LLC**, and recorded in Official Record Book **7641** at pages **1652-1653**, 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: _____
Jeff Bergosh, 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:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

10/20/2016 Item
#-23

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.
LOJ, LLC.	**3740 North Pace Boulevard Pensacola, Florida 32505**	**08-2S-30-4001-010-001**

Verified By: [signature] Date: 12/22/2016

Total Amount of Lien **$962**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016098022 12/22/2016 8:04 AM
OFF REC BK: 7641 PG: 1652 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 Recipient:

Jack Loughridge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of September, 2016 by, Jack Loughridge, Property Owner. He (____) is personally known to me or (__✓__) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
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: _____
Grover C. Robinson, IV, Chairman

Date Executed: 10/20/2016

BCC Approved: 10-20-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: K Hual ACA
Date: 9/7/16

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Before

Palafox District

3740 North Pace Boulevard

Parking Lot Improvement

Project Total $1,925

Grant Total $962

After

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13727 **County Administrator's Report** **11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Contract award for Gettysburg Drive and Amelia Lane Pipe Lining Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Gettysburg Drive and Amelia Lane Pipe Lining Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 17-18.017, Gettysburg Drive and Amelia Lane Pipe Lining Project, in the amount of $185,092.95.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 21042, Object Code 54601, Project Number N/A]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on December 19, 2017 and December 26, 2017. A Non-Mandatory Pre-Solicitation Conference was held on January 3, 2018. Five firms were represented at that meeting. Bids were received from four contractors on January 24, 2018. Pensacola Concrete Construction Company, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund Transportation Trust Fund/ Fund #175, Cost Center 21042, Object Code 54601, Project Number N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

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

Bid Tabulation

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

PENSACOLA CONCRETE CONSTRUCTION COMPANY, INC.

FOR

PD 17-18.017, GETTYSBURG DRIVE AND AMELIA LANE PIPE LINING PROJECT

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PENSACOLA CONCRETE CONSTRUCTION COMPANY, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Pensacola Concrete Construction Company, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.017, Gettysburg Drive and Amelia Lane Pipe Lining Project ("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:

ONE HUNDRED EIGHTY-FIVE THOUSAND, NINETY TWO, AND NINETY FIVE CENTS

$ 185,092.95

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within sixty (60) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling ninety (90) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $ 1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows:
	TITLE SHEET NO. DATE
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Department of Public Works
3363 West park Place
Pensacola Florida 32505
Attention: Nicolas Chauvin

B. All correspondence with the Contractor will be addressed to the following:

Pensacola Concrete Construction Company, Inc.
550 East Royce Street
Pensacola, Florida 32503
Attention: Ben Joyner

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 Pensacola Concrete Construction Company, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Pensacola Concrete Construction Company, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: Ben Joyner

Date: _____

(Corporate Seal)

BCC Approved: March 15, 2018

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise

agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney’s and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor’s obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County’s negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney’s fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or

inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

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 policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ 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 17-18.017

Solicitation Name: Gettysburg Drive and Amelia Lane Pipe Lining Project

Bid Opening Time: 4:00 p.m. CDT
Bid Opening Date: 1/24/2018
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes			Grand Total
Insituform Technologies, LLC	Y	B	Y	Y	Y	Y	Y			$ 257,210.00
Pensacola Concrete Constructionm Co. Inc.	Y	B	Y	Y	Y	Y	Y			$ 185,092.95
Gulf Coast Underground, LLC	Y	B	Y	Y	Y	Y	Y			$ 214,106.25
Nu-Pipe, LLC	Y	No	Y	Y	Y	Y	Y			Non-responsive

Bids Opened By: Buzz Roggenbuck, Sr. Purchasing Specialist — **Date:** 01/24/18 — **Status:** Recommended Award

Bids Tabulated By: Buzz Roggenbuck, Sr. Purchasing Specialist — **Date:** 01/24/18

Bids Witnessed By: Nick Chauvin, Project Manager — **Date:** 01/24/18 — **CAR Date:** 2/16/2018 — **BOCC Date:** 3/1/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Pensacola Concrete Construction Co. Inc. in the amount of $ 185,092.95.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inpsection and copying at the office of the Purchasing Manager.
Notes: Nu-Pipe did not provide required Bid Bond.

Posted: 4:00 p.m. CST on 02/09/18 **Form Completed By:** **BR**

Gettysburg Drive and Amelia Lane Pipe Lining
BID VERIFICATION

Bid Item No.	Item	Unit	Quantity	Pensacola Concrete Construction Co., Inc. Unit Price	Pensacola Concrete Construction Co., Inc. Extension	Gulf Coast Underground, LLC Unit Price	Gulf Coast Underground, LLC Extension	Insituform Technologies Unit Price	Insituform Technologies Extension
Gettysburg Drive (from Antietam Drive to White Oak Drive)									
1	Mobilization	LS	1	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 19,000.00	$ 19,000.00
2	Maintenance of Traffic	LS	1	$ 800.00	$ 800.00	$ 5,000.00	$ 5,000.00	$ 1,100.00	$ 1,100.00
3	Pre-Clean Existing Pipe Prior To Lining *(Includes Removing All Debris and Obstructions From Pipe)*	LS	1	$ 2,400.00	$ 2,400.00	$ 4,000.00	$ 4,000.00	$ 1,300.00	$ 1,300.00
4	Pre & Post Lining CCTV Video Inspection	LS	1	$ 1,000.00	$ 1,000.00	$ 3,500.00	$ 3,500.00	$ 1,300.00	$ 1,300.00
5	Install 30" Cast-In-Place Pipe Liner	LF	240	$ 154.19	$ 37,005.60	$ 125.00	$ 30,000.00	$ 200.00	$ 48,000.00
6	Install 54" Cast-In-Place Pipe Liner	LF	36	$ 471.52	$ 16,974.72	$ 300.00	$ 10,800.00	$ 1,100.00	$ 39,600.00
7	Remove and Replace Existing County Type A Inlet Throat and Top *(if necessary)*	LS	1	$ 4,445.33	$ 4,445.33	$ 11,250.00	$ 11,250.00	$ 18,000.00	$ 18,000.00
8	Sawcut & Remove Existing Curb	LF	35	$ 5.00	$ 175.00	$ 12.50	$ 437.50	$ 10.00	$ 350.00
9	County Type B Curb and Gutter	LF	35	$ 33.46	$ 1,171.10	$ 56.25	$ 1,968.75	$ 50.00	$ 1,750.00
10	Sawcut & Remove Existing Concrete	SY	40	$ 45.00	$ 1,800.00	$ 12.50	$ 500.00	$ 33.00	$ 1,320.00
11	4" Fiber Reinforced Concrete Driveway	SY	40	$ 54.32	$ 2,172.80	$ 143.75	$ 5,750.00	$ 68.50	$ 2,740.00
12	Sawcut & Remove Existing Asphalt	SY	50	$ 15.00	$ 750.00	$ 12.50	$ 625.00	$ 16.50	$ 825.00
13	1 1/2" Type SP 12.5 Asphalt	SY	50	$ 18.89	$ 944.50	$ 106.25	$ 5,312.50	$ 82.00	$ 4,100.00
14	6" Graded Aggregate Base	SY	50	$ 19.35	$ 967.50	$ 75.00	$ 3,750.00	$ 69.50	$ 3,475.00
15	12" Stabilized Subgrade	SY	50	$ 6.38	$ 319.00	$ 56.25	$ 2,812.50	$ 38.00	$ 1,900.00
16	Sod *(Match Existing; Includes all necessary fill & top soil)*	SY	50	$ 8.00	$ 400.00	$ 11.25	$ 562.50	$ 8.00	$ 400.00
Amelia Lane (from Inda Avenue to Amelia Lane)									
17	Mobilization	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 1,500.00	$ 1,500.00
18	Maintenance of Traffic	LS	1	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00
19	Pre-Clean Existing Pipe Prior To Lining *(Includes Removing All Debris and Obstructions From Pipe)*	LS	1	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 1,300.00	$ 1,300.00
20	Pre & Post Lining CCTV Video Inspection	LS	1	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 1,300.00	$ 1,300.00
21	Install 24" Cast-In-Place Pipe Liner	LF	830	$ 109.78	$ 91,117.40	$ 105.00	$ 87,150.00	$ 125.00	$ 103,750.00
22	Remove and Replace Existing Manhole Top *(if necessary)*	LS	1	$ 1,250.00	$ 1,250.00	$ 5,625.00	$ 5,625.00	$ 3,300.00	$ 3,300.00
23	Sod (Match Existing; Includes all necessary top soil)	SY	50	$ 8.00	$ 400.00	$ 11.25	$ 562.50	$ 8.00	$ 400.00
			BID TOTAL		$ 185,092.95		$ 214,106.25		$ 257,210.00
			CONTRACTORS BID AS SUBMITTED		$ 185,092.95		$ 214,106.25		$ 257,210.00
			DIFFERENCE		$ -		$ -		$ -

BIDS VERIFIED ON **January 25, 2018** BY**:**

Nicolas Chauvin
Engineering Project Coordinator
Escambia County Public Works Department - Engineering Division

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Gettysburg Drive and Amelia Lane Pipe Lining

Bid Number PD: 17-18.017

Opening Date/Time: 1-24-2018 @ 3:30pm

Purchasing Agent: Buzz Roggenbuck

Client Department: Public Works Dept. Director/Designee: Nicolas Chauvin

Protest Information: Purchasing will advise of any Protest(s)

Note: Purchasing will advise of any Protest(s)

Requisition # N/A Verify

Fund: Transportation Trust Fund / Fund #175 Verify

Cost Center: 210402 Verify

Object Code: 54601 Verify

Project Number: N/A Verify

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.01.29 12:45:23 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ✓ **Yes** **No**
Note: Attachments to Requisition shall Reference PD # 17-18.017

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)

Recommend awarding the bid to Pensacola Concrete Construction Co., for the base bid amount of $185,092.95

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2018.01.29 11:57:59 -06'00'

Unit Price Extensions Checked by: _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: None

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**

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2018.01.29 11:59:19 -06'00'

Department Director/Designee Approval: Purchasing Manager/Designee Approval

Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13734 **County Administrator's Report** **11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Contract Award for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction in the amount of $6,281,787.93.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0214]

BACKGROUND:

The Olive Road Multi Lane Reconstruction and Drainage Project Phase 2 is a continuation of Phase 1 with a similar roadway cross-section. Phase 1 is expected to be complete in April 2018. The project will consist of the construction of two eleven-foot travel lanes (one in each direction), one twelve-foot center turn lane, two four foot bike lanes (one in each direction), curb and gutter and six foot sidewalks on both the north and south sides of the roadway. Drainage features will include curb inlets, back of sidewalk inlets and the reconstructing of a storm water retention pond (Pond 2) between Williamsburg Circle and East Johnson Avenue, on the north side of the roadway. The project will additionally consist of the replacement of an existing cement asbestos water main through a previously approved cost sharing agreement with Emerald Coast Utility Authority, covering both phases of the project. The improvements will take place along Olive Road, from approximately Yancey Avenue to East Johnson Avenue in Pensacola,

Florida, and also includes the milling and resurfacing of Winding Lane. Due to the reconstruction of Olive Road, the intersection of East Johnson Avenue is proposed to be realigned to accommodate the upgrades between Winding Lane and Harbor Square intersection with a traffic light at the Olive intersection. Phase 2 work contract specified substantial completion within seven hundred and twenty calendar days from the Commencement Date with thirty consecutive calendar days from the date of Substantial Completion for final completion.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on January 8, 2018 and January 15, 2018. A non-mandatory pre-solicitation conference was held on January 24, 2018. Eight firms were represent at that meeting. Bids were received from three contractors on February 14, 2018. Panhandle Grading and Paving, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0214

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage and reviewed by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

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
Bid Tabulation
Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Panhandle Grading & Paving, Inc.

For

PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project
Phase 2 (Yancey Avenue to Johnson Avenue) Construction

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Technical Specifications **[Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, October 2017; Utility Conflicts Matrix]**

Exhibit I/Working Drawings / Plans prepared by Engineer and Identified as Follows:

[Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, November 2017; Olive Road East Signalization Plans, November 2017; Olive Road East Signing and Pavement Marking Plans, November 2017]

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING & PAVING, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Panhandle Grading & Paving, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction ("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:

Six Million Two Hundred Eighty One Thousand Seven Hundred Eighty Seven Dollars and Ninety Three Cents

$6,281,787.93

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Seven Hundred Twenty (720) 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 Seven Hundred Fifty (750) 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, $500.00 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: **Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, November 2017; Olive Road East Signalization Plans, November 2017; Olive Road East Signing and Pavement Marking Plans, November 2017**
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Christopher A. Curb, Stormwater Engineering Manager

B. All correspondence with the Contractor will be addressed to the following:

Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, Florida 32534

Attention: Donald Long, Vice 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 Panhandle Grading & Paving, 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: _____ By: _____

Jack R. Brown, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Panhandle Grading & Paving, Inc., a **Florida** Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____
Donald Long, Vice President

By: _____
Secretary

Date: _____

(Corporate Seal)

BCC Approved: March 15, 2018

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.

1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project site;

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

8.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

8.4.2. The weather was unusual as documented by supporting data.

8.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

8.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.3 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.4 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.5 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.6 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.8 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

17.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

19.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

21.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

21.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take 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 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

28.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to 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 business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Emily D. Weddington, CPPB, Purchasing Coordinator
   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 17-18.020 **Solicitation Name:** Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction								
Bid Opening Time: 3:30 p.m., CST **Bid Opening Date:** 2/14/2018 **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.	Yes	Bond	Yes	Yes	Yes	Yes	Yes		$6,281,787.93
Roads, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes		$6,790,242.26
BKW, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes		$7,206,059.19*

Bids Opened By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	2/14/2018	**Status:**	
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	2/16/2018	Recommend Award	
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager	**Date:**	2/14/2018	**CAR Date:** 3/15/2018	**BOCC Date:** 3/15/2018

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 17-18.020, Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction in the amount of $6,281,787.93.

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: *Price corrected after bids were verified per bid tabulation.

Posted: 2:00 p.m., CST on 2/21/2018

Form Completed By: EDW

Olive Road Phase 2 - Contractor Bids

#	Description	Unit	Quantity	Roads, Inc.		Panhandle Grading & Paving		BKW, Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	MOBILIZATION	LS	1	$328,006.11	$328,006.11	$390,000.00	$390,000.00	$160,911.57	$160,911.57
2	CLEARING & GRUBBING, PER COUNTY SPEC 2230	LS	1	$240,335.31	$240,335.31	$268,940.00	$268,940.00	$83,169.87	$83,169.87
3	REPLACE STD MAILBOX WITH FDOT APPROVED MAILBOX	EA	13	$183.04	$2,379.52	$225.00	$2,925.00	$179.89	$2,338.57
4	EARTHWORK EXCAVATION BY MACHINE	LS	1	$386,894.48	$386,894.48	$301,210.00	$301,210.00	$475,036.19	$475,036.19
5	EARTHWORK FILL	LS	1	$100,591.53	$100,591.53	$61,480.00	$61,480.00	$123,956.91	$123,956.91
6	REMOVE AND REPLACE UNSUITABLE MATERIAL	CY	1000	$20.14	$20,140.00	$13.80	$13,800.00	$30.99	$30,990.00
7	1 1/2" TYPE SP 12.5 ASPHALT	SY	68053	$7.81	$531,493.93	$6.35	$432,136.55	$11.93	$811,872.29
8	WINDING LANE: 1 1/2" TYPE SP 12.5 ASPHALT	SY	4885	$7.66	$37,419.10	$6.35	$31,019.75	$11.93	$58,278.05
9	MILL EXISTING ASPHALT, 0-1.5" THICKNESS	SY	13509	$1.99	$26,882.91	$1.65	$22,289.85	$4.92	$66,464.28
10	0-1.5" THICKNESS	SY	4885	$1.65	$8,060.25	$2.50	$12,212.50	$4.93	$24,083.05
11	12" STABILIZED SUBGRADE	SY	34318	$1.98	$67,949.64	$1.65	$56,624.70	$7.82	$268,366.76
12	6" GRADED AGGREGATE BASE	SY	2330	$20.29	$47,275.70	$13.85	$32,270.50	$13.79	$32,130.70
13	10" GRADED AGGREGATE BASE	SY	26929	$27.41	$738,123.89	$20.50	$552,044.50	$21.60	$581,666.40
14	SIGNING & PAVEMENT MARKINGS, MUST INCLUDE LAYOUT, SIGNS, RPMS, TEMPORARY AND PERMANENT STRIPING, ETC.	LS	1	$76,706.98	$76,706.98	$65,377.00	$65,377.00	$78,998.27	$78,998.27
15	SIGNALIZATION, MUST INCLUDE LAYOUT, MAST ARMS, SIGNAL HEADS, TRAFFIC CONTROL ASSEMBLIES, DETECTION, ETC.	LS	1	$265,431.67	$265,431.67	$201,228.00	$201,228.00	$273,224.13	$273,224.13
16	ROADWAY DEMOLITION AND MAINTENANCE OF TRAFFIC - PHASE I AS PER TEMPORARY TRAFFIC CONTROL PLANS	LS	1	$317,404.46	$317,404.46	$195,256.00	$195,256.00	$213,212.64	$213,212.64
17	ROADWAY DEMOLITION AND MAINTENANCE OF TRAFFIC - PHASE II AS PER TEMPORARY TRAFFIC CONTROL PLANS	LS	1	$332,914.57	$332,914.57	$363,726.00	$363,726.00	$297,470.39	$297,470.39
18	ROADWAY DEMOLITION AND MAINTENANCE OF TRAFFIC - PHASE III AS PER TEMPORARY TRAFFIC CONTROL PLANS	LS	1	$286,544.10	$286,544.10	$274,957.00	$274,957.00	$213,212.64	$213,212.64
19	ROADWAY DEMOLITION AND MAINTENANCE OF TRAFFIC - PHASE IV AS PER TEMPORARY TRAFFIC CONTROL PLANS	LS	1	$92,605.62	$92,605.62	$158,123.00	$158,123.00	$213,212.64	$213,212.64
20	GUARDRAIL	LF	288	$28.68	$8,259.84	$15.60	$4,492.80	$56.64	$16,312.32
21	END ANCHORAGE ASSEMBLIES (TYPE II)	EA	1	$1,159.22	$1,159.22	$780.00	$780.00	$916.52	$916.52
22	END ANCHORAGE ASSEMBLIES (PARALLEL)	EA	1	$3,209.19	$3,209.19	$2,080.00	$2,080.00	$2,471.78	$2,471.78
23	PIPE RAIL FOR GUARDRAIL	LF	229	$21.96	$5,028.84	$21.50	$4,923.50	$21.99	$5,035.71
24	ALUMINUM PIPE GUIDERAIL WITH HANDRAIL	LF	264	$141.55	$37,369.20	$46.80	$12,355.20	$56.62	$14,947.68
25	TYPE F CURB & GUTTER	LF	10000	$15.19	$151,900.00	$15.85	$158,500.00	$26.71	$267,100.00
26	4" FIBER REINFORCED CONCRETE SIDEWALK	SY	6796	$41.36	$281,082.56	$37.76	$256,616.96	$58.59	$398,177.64
27	6" FIBER REINFORCED CONCRETE DRIVEWAY	SY	1150	$48.49	$55,763.50	$43.52	$50,048.00	$72.42	$83,283.00
28	REMOVAL OF 4" CONCRETE	SY	1000	$11.65	$11,650.00	$7.50	$7,500.00	$8.68	$8,680.00
29	REMOVAL OF CONCRETE CURB	LF	2400	$6.65	$15,960.00	$4.50	$10,800.00	$8.69	$20,856.00
30	CONSTRUCT CURB RAMP	EA	53	$671.13	$35,569.89	$750.00	$39,750.00	$2,511.71	$133,120.63
31	REINFORCING STEEL	LBS	16587	$1.10	$18,245.70	$0.33	$5,473.71	$2.51	$41,633.37
32	CLASS IV CONCRETE	CY	142	$1,002.92	$142,414.64	$1,105.00	$156,910.00	$169.33	$24,044.86
33	INLETS, CURB, TYPE P-1, <6'	EA	11	$5,957.96	$65,537.56	$7,000.00	$77,000.00	$6,998.79	$76,986.69
34	INLETS, CURB, TYPE P-1, >6'	EA	5	$6,031.27	$30,156.35	$7,800.00	$39,000.00	$7,004.84	$35,024.20
35	INLETS, CURB, TYPE P-2, >6'	EA	1	$6,941.20	$6,941.20	$9,000.00	$9,000.00	$7,658.32	$7,658.32
36	INLETS, CURB, TYPE P-5, <6'	EA	10	$5,592.45	$55,924.50	$8,200.00	$82,000.00	$9,484.48	$94,844.80
37	INLETS, CURB, TYPE P-5, >6'	EA	3	$5,160.35	$15,481.05	$9,000.00	$27,000.00	$9,467.84	$28,403.52
38	INLETS, CURB, TYPE P-5, TOP	EA	1	$2,668.07	$2,668.07	$5,600.00	$5,600.00	$9,467.84	$9,467.84
39	INLETS, CURB, TYPE J-5, <6'	EA	1	$6,869.66	$6,869.66	$10,000.00	$10,000.00	$9,467.84	$9,467.84
40	INLETS, CURB, TYPE J-5, >6'	EA	8	$9,637.87	$77,102.96	$16,000.00	$128,000.00	$8,474.97	$67,799.76
41	INLETS, CURB, TYPE P-6, <6'	EA	6	$5,209.73	$31,258.38	$8,500.00	$51,000.00	$7,090.48	$42,542.88
42	INLETS, CURB, TYPE J-6, >6'	EA	1	$10,733.69	$10,733.69	$17,000.00	$17,000.00	$10,731.32	$10,731.32
43	INLETS, CURB, TYPE J-6, TOP	EA	1	$4,770.01	$4,770.01	$6,200.00	$6,200.00	$7,845.97	$7,845.97
44	INLETS, DBI, TYPE C, <6'	EA	4	$2,554.20	$10,216.80	$2,500.00	$10,000.00	$6,526.74	$26,106.96
45	INLETS, DBI, TYPE C, >6'	EA	3	$3,653.47	$10,960.41	$3,200.00	$9,600.00	$6,526.74	$19,580.22
46	INLETS, DBI, TYPE C, JBOT, <6'	EA	1	$5,142.66	$5,142.66	$5,500.00	$5,500.00	$6,526.74	$6,526.74
47	INLETS, DBI, TYPE C, JBOT, >6'	EA	2	$11,072.37	$22,144.74	$15,000.00	$30,000.00	$6,526.75	$13,053.50
48	INLETS, DBI, TYPE C, MODIFY, <6'	EA	17	$2,455.44	$41,742.48	$2,500.00	$42,500.00	$5,213.95	$88,637.15

49	INLETS, DBI, TYPE C, MODIFY, >6'	EA	1	$3,675.01	$3,675.01	$3,200.00	$3,200.00	$5,194.38	$5,194.38
50	INLETS, DBI, TYPE D, JBOT, <6'	EA	1	$10,535.61	$10,535.61	$6,300.00	$6,300.00	$6,710.08	$6,710.08
51	INLETS, DBI, TYPE D, JBOT, >6'	EA	1	$7,069.40	$7,069.40	$7,500.00	$7,500.00	$13,917.33	$13,917.33
52	MANHOLES, P-7, <6'	EA	6	$3,573.01	$21,438.06	$3,500.00	$21,000.00	$5,742.77	$34,456.62
53	MANHOLES, P-7, >6'	EA	5	$3,895.41	$19,477.05	$6,000.00	$30,000.00	$6,449.94	$32,249.70
54	MANHOLES, J-7, <6'	EA	2	$6,429.25	$12,858.50	$6,200.00	$12,400.00	$9,351.59	$18,703.18
55	MANHOLES, J-7, >6'	EA	5	$11,074.90	$55,374.50	$14,000.00	$70,000.00	$9,351.58	$46,757.90
56	MANHOLES, TYPE 7, TOP	EA	3	$1,064.32	$3,192.96	$2,000.00	$6,000.00	$4,894.56	$14,683.68
57	MISCELLANEOUS PIPE CONNECTIONS, PER REMARKS ON THE SUMMARY OF DRAINAGE STRUCTURE SHEETS	LS	1	$6,177.30	$6,177.30	$20,000.00	$20,000.00	$84,382.84	$84,382.84
58	18" RCP	LF	3484	$45.72	$159,288.48	$41.00	$142,844.00	$37.85	$131,869.40
59	24" RCP	LF	667	$59.52	$39,699.84	$55.00	$36,685.00	$51.04	$34,043.68
60	30" RCP	LF	455	$73.13	$33,274.15	$73.00	$33,215.00	$67.81	$30,853.55
61	36" RCP	LF	521	$94.66	$49,317.86	$90.00	$46,890.00	$85.85	$44,727.85
62	42" RCP	LF	282	$120.09	$33,865.38	$110.00	$31,020.00	$109.81	$30,966.42
63	54" RCP	LF	19	$192.33	$3,654.27	$155.00	$2,945.00	$186.93	$3,551.67
64	66" RCP	LF	2024	$267.62	$541,662.88	$255.00	$516,120.00	$210.64	$426,335.36
65	14" x 23" ERCP	LF	41	$75.93	$3,113.13	$47.00	$1,927.00	$66.75	$2,736.75
66	19" x 30" ERCP	LF	245	$70.48	$17,267.60	$65.00	$15,925.00	$56.77	$13,908.65
67	24" x 38" ERCP	LF	356	$84.61	$30,121.16	$85.00	$30,260.00	$73.66	$26,222.96
68	18" RCP CROSS DRAIN MES	EA	4	$997.73	$3,990.92	$800.00	$3,200.00	$869.66	$3,478.64
69	24" RCP CROSS DRAIN MES	EA	2	$1,253.02	$2,506.04	$1,050.00	$2,100.00	$1,048.87	$2,097.74
70	30" RCP CROSS DRAIN MES	EA	1	$2,006.30	$2,006.30	$2,800.00	$2,800.00	$1,634.54	$1,634.54
71	CLASS 1 CONCRETE FOR ENDWALLS	CY	3	$945.70	$2,837.10	$1,250.00	$3,750.00	$1,212.13	$3,636.39
72	6" PVC WM PIPE (C900)	LF	112	$23.11	$2,588.32	$18.00	$2,016.00	$21.27	$2,382.24
73	8" DUCTILE IRON WM PIPE	LF	96	$49.84	$4,784.64	$42.00	$4,032.00	$64.89	$6,229.44
74	12" PVC WM PIPE	LF	2573	$36.97	$95,123.81	$36.00	$92,628.00	$29.93	$77,009.89
75	12" DUCTILE IRON WM PIPE	LF	420	$69.45	$29,169.00	$62.00	$26,040.00	$92.72	$38,942.40
76	6" DUCTILE IRON PIPE	LF	440	$42.52	$18,708.80	$32.00	$14,080.00	$49.47	$21,766.80
77	1" PE WATER SERVICE (SHORT)	EA	12	$779.05	$9,348.60	$750.00	$9,000.00	$581.91	$6,982.92
78	INSIDE 2" PE CASING (LONG)	EA	8	$1,668.95	$13,351.60	$1,700.00	$13,600.00	$933.85	$7,470.80
79	INSIDE 3" PE CASING (LONG)	EA	6	$2,850.00	$17,100.00	$2,000.00	$12,000.00	$1,291.47	$7,748.82
80	4" FITTINGS (90, 45, 22, ETC)	EA	4	$400.57	$1,602.28	$515.00	$2,060.00	$918.75	$3,675.00
81	6" FITTINGS (90, 45, 22, ETC)	EA	12	$456.79	$5,481.48	$685.00	$8,220.00	$1,152.74	$13,832.88
82	8" FITTINGS (90, 45, 22, ETC)	EA	2	$526.22	$1,052.44	$1,200.00	$2,400.00	$1,493.66	$2,987.32
83	6" GATE VALVE WITH VALVE BOX	EA	14	$856.30	$11,988.20	$1,900.00	$26,600.00	$1,154.30	$16,160.20
84	8" GATE VALVE WITH VALVE BOX	EA	1	$1,219.16	$1,219.16	$3,800.00	$3,800.00	$2,987.31	$2,987.31
85	4" INSERT A VALVE	EA	2	$7,891.59	$15,783.18	$7,500.00	$15,000.00	$3,683.62	$7,367.24
86	12" GATE VALVE WITH VALVE BOX	EA	3	$2,152.27	$6,456.81	$7,075.00	$21,225.00	$2,911.15	$8,733.45
87	12" X 8" TEE/CROSS	EA	1	$1,584.09	$1,584.09	$2,000.00	$2,000.00	$888.59	$888.59
88	12" X 6" TEE/CROSS	EA	15	$1,515.22	$22,728.30	$1,850.00	$27,750.00	$804.21	$12,063.15
89	3" FITTING (90, 45, 22, ETC)	EA	2	$385.26	$770.52	$350.00	$700.00	$866.81	$1,733.62
90	6" INSERT A VALVE	EA	3	$8,652.05	$25,956.15	$8,000.00	$24,000.00	$12,311.39	$36,934.17
91	12" X 2" TAPPING SLEEVE W/ BOX	EA	6	$2,472.38	$14,834.28	$2,400.00	$14,400.00	$2,519.01	$15,114.06
92	2" FITTING (90, 45, 22, ETC)	EA	6	$320.42	$1,922.52	$250.00	$1,500.00	$641.67	$3,850.02
93	6" X 4" REDUCER	EA	2	$267.46	$534.92	$575.00	$1,150.00	$438.36	$876.72
94	6" X 3" REDUCER	EA	1	$306.03	$306.03	$400.00	$400.00	$543.66	$543.66
95	6" X 2" REDUCER	EA	1	$283.22	$283.22	$375.00	$375.00	$569.67	$569.67
96	6" FIRE HYDRANT AND ASSEMBLY	EA	3	$3,762.83	$11,288.49	$3,800.00	$11,400.00	$4,229.57	$12,688.71
97	CONNECT TO EXISTING 12" MAIN WITH SOLID SLEEVE	EA	2	$3,138.82	$6,277.64	$2,200.00	$4,400.00	$715.16	$1,430.32
98	CONNECT TO EXISTING 8" AND 6" MAIN WITH SOLID SLEEVE	EA	10	$2,236.57	$22,365.70	$1,400.00	$14,000.00	$706.40	$7,064.00
99	CONNECT TO EXISTING 4", 3" AND 2" MAIN WITH SOLID SLEEVE	EA	6	$1,754.52	$10,527.12	$700.00	$4,200.00	$623.48	$3,740.88
100	SHUT OFF NOTICES (HANGTAGS)	LS	1	$2,059.13	$2,059.13	$2,500.00	$2,500.00	$1,396.17	$1,396.17
101	CENTIPEDE SOD, STAKED	SY	30750	$3.59	$110,392.50	$3.10	$95,325.00	$4.40	$135,300.00
102	3" DITCH PAVEMENT	SY	190	$49.00	$9,310.00	$58.00	$11,020.00	$56.57	$10,748.30
103	18" DEPTH RIP RAP RUBBLE W/ 4" BEDDING STONE & GEOTEXTILE	SY	17	$124.75	$2,120.75	$96.80	$1,645.60	$197.94	$3,364.98
104	CONSTRUCT STABILIZED GRAVEL CONSTRUCTION ENTRANCE	SY	550	$24.71	$13,590.50	$18.36	$10,098.00	$15.62	$8,591.00

105	6' CHAIN LINK FENCE	LF	1367	$12.68	$17,333.56	$11.03	$15,078.01	$13.30	$18,181.10
106	CORNER POST, METAL, 6' CHAIN LINK FENCE	EA	4	$122.02	$488.08	$73.84	$295.36	$78.89	$315.56
107	END/PULL POST, METAL, 6' CHAIN LINK FENCE	EA	4	$122.02	$488.08	$61.36	$245.44	$65.56	$262.24
108	STORMWATER POLLUTION PREVENTION, MUST INCLUDE PLAN, IMPLEMENTATION, REPLACEMENT, ETC.	LS	1	$146,495.99	$146,495.99	$45,273.00	$45,273.00	$123,153.68	$123,153.68
				Base Bid Total:	**$6,790,242.26**		**$6,281,787.93**		**$7,206,059.19**
				Contractor:	**Roads, Inc.**		**Panhandle Grading & Paving**		**BKW, Inc.**
				Contractor's Bid as Submitted:	**$6,790,242.26**		**$6,281,787.93**		**$7,206,059.19**
				Difference:	**$0.00**		**$0.00**		**$0.00**

Low Bidders

Rank	Low Bid Price	Contractor
#1	$6,281,787.93	Panhandle Grading & Paving
#2	$6,790,242.26	Roads, Inc.
#3	$7,206,059.19	BKW, Inc.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)

Bid Number: 17-18.020

Opening Date/Time: ~~February 15, 2018~~ February 14, 2018/3:30 p.m. CST

Purchasing Agent: Emily D. Weddington

Client Department: Engineering Dept. Director/Designee: Joy D. Blackmon, PE

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #_____Verify

Fund: LOST IV - Fund 353 Verify

Cost Center: 210106 Verify

Object Code: 56301 Verify

Project Number: 18EN0214 Verify

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.02.20 08:43:43 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD # 17-18.020

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 17-18.020, "Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue)", to Panhandle Grading & Paving, Inc.

in the amount of $6,281,787.93

Chris Curb via DRMP reviewed Unit Price Extensions Checked by: _____
(Signature)

Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
Date: 2018.02.16 16:24:29 -06'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: none

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: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13751 **County Administrator's Report** **11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Contract Award for Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TOWNES + architects, P.A., per the terms and conditions of PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection, for a lump sum amount of $78,480.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project #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.

Requests for Letters of Interest, PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection were publicly noticed on December 19, 2017 to one hundred twenty three firms. Responses were received

from two firms on January 18, 2018. The Selection/Negotiation Committee ranked in the following order:
1. TOWNES + architects, P.A.
2. Dalrymple Sallis Architecture

Actual Fees were negotiated with TOWNES + architects, P.A. as required by F.S. 287.055 on February 16, 2018 for an agreed upon amount of $78,480.

BUDGETARY IMPACT:

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

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

Agreement with Exhibits
Committee Final Ranking

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

TOWNES + architects, P.A.

PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of March, 2018, 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 TOWNES + architects, P.A., a for-profit corporation authorized to transact business in the State of Florida, whose address is 2421 North 12th Avenue, Pensacola, Florida 32503, and whose Federal tax identification number is 20-2753803 (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: TOWNES + architects, P.A. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George C. Bush, 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 PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection.

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 Seventy Eight Thousand Four Hundred Eighty Dollars ($78,480.00) 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 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection, and as represented in the Consultant's Letter of Interest response to PD 17-18.010, 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 $773,000.00.

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 Seventy Eight Thousand Four Hundred Eighty Dollars ($78,480.00). 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:

TOWNES + architects, P.A.
2421 North 12th Avenue
Pensacola, Florida 32503

(d) Invoices to the County shall be sent to:

George C. Bush
Division Manager
Facilities Management
100 East Blount Street
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul R. Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and TOWNES + architects, P.A., 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.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: March 15, 2018

CONSULTANT:
TOWNES + architects, P.A., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Benjamin M. Townes, President

By: _____
Secretary

Date: _____

TOWNES + architects, P.A.

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

February 8, 2018
REV 2 – February 16, 2018

Board of County Commissioners
Escambia County, Florida
Office of Purchasing
213 Palafox Place
P.O. Box 1591
Pensacola, Florida 32591-1591

Attention: Ms. Emily Weddington

RE: Supervisor of Elections Navy Boulevard Warehouse Renovation
Solicitation Number PD 17-18.010

Ms. Weddington:

We are pleased to present this proposal to provide Basic Architectural / Engineering Services to renovate the building located at 3201 Navy Boulevard, Pensacola, Florida. Generally, the work will be in accordance with the Information Package, Scope of Services provided in the Request for Letters of Interest.

We propose a lump sum fixed fee of $78,480.00, based upon the following schedule:

BASIC ARCHITECTURAL AND MEP ENGINEERING SERVICES:

Schematic Design:	$11,000.00
Design Development	$11,000.00
90% Construction Documents	$16,500.00
Final Construction Documents	$ 5,500.00
Bidding Assistance:	$ 2,750.00
Contract Administration:	$ 8,250.00
SUBTOTAL – BASIC SERVICES:	$55,000.00

ANTICIPATED ADDITIONAL SERVICES AND EXPENSES BEYOND BASIC SERVICES

Field Measurements and Existing Conditions Drawings Preparation:	$ 2,500.00
Evaluation of Building Envelop and Mechanical/Electrical Systems:	$ 2,000.00
Building Programming:	$ 5,500.00
Voice / Data Communications Design	$ 8,250.00
Test and Balance and Report of Existing HVAC Systems	$ 4,730.00
Reimbursables:	$ 500.00
TOTAL:	$78,480.00

Telephone: (850) 433-0203 Email:ben@townesplus.com
AA-26001051

You agree to furnish to me for our use the following information:

1. Hazardous and Regulated Materials survey of existing building.
2. Existing condition drawings and/or original contract drawings to the extent that they exist.
3. Topographic and boundary survey, if required

Work that will be specifically excluded as part of a proposal includes the following:

1. Remediation of mold, mildew, asbestos, lead and any other hazardous or regulated material.
2. Extensive construction administration or management of the Project.
3. Fees paid for securing approval of authorities having jurisdiction over the project and all other associated fees.
4. Detailed cost estimates or budget control.
5. Destructive and non-destructive testing and investigations.
6. Civil Engineering.
7. Structural Engineering.
8. Interior Design.
9. Audio Visual Systems Design.
10. Security Systems Design including Alarm Systems / Video Camera / Access Control Systems, etc.
11. Sustainable Design Consultation.

These eleven items can be provided as additional service or reimbursable expense to the base fee. See attached "ATTACHMENT A" for hourly rates.

We assume that the development of the design will be within the parameters of applicable regulatory codes. Preparation and co-ordination of any necessary variance requests will be an additional service.

Reimbursable expenses other costs not allowed as Direct Expenses per the Standard Agreement. The proposal includes two signed and sealed copies of the construction documents. All reimbursable expenses will be billed at the rate of 1.10 times the expense incurred for administrative overhead. The fee for Voice / Data Communications Design and the Test and Balance / Report of Existing HVAC Systems indicated above includes the administrative overhead.

Thank you for this opportunity to be of service to you and Escambia County. We are ready to start this project immediately.

Sincerely,

Ben Townes

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

ATTACHMENT "A"

	BASE RATE	O/H @ 168%	PROFIT @ 12%	FCCM @ 1.5%	MAX RATE ALLOWED
Principal	$60.00	$100.80	$7.20	$0.90	$168.90
Project Architect	$50.00	$ 84.00	$6.00	$0.75	$140.75
Interior Designer	$45.00	$ 75.60	$5.40	$0.68	$126.68
Technician	$23.00	$ 38.64	$2.76	$0.35	$ 64.75
Administrative	$15.00	$ 25.20	$1.80	$0.22	$ 42.22

Telephone: (850) 433-0203 Fax: (850) 433-2177

AA-26001051

ATTACHMENT "B"

BUILDING PROGRAMMING

The building design process will begin a detailed programming exercise that will determine the size and number of the spaces required for the facility. The building program will establish in a diagrammatic form space adjacencies and traffic flow. During this phase, a Florida Building Code review will be undertaken to establish the required building code requirements and parameters. The end result will be a comprehensive building program that consists of a summary space list, detailed Room Data Sheets and adjacency diagrams. The draft of the program will be submitted to staff for review and comments. After incorporation of staff comments, the Building Program will be finalized and adopted as required.

SCHEMATIC DESIGN PHASE

Based upon the Building Program, the Team will prepare several optional Schematic Designs for the building. Working with County staff, the options will be discussed and the most appropriate configuration will be established. The project team will make sure that the appropriate land development and building codes are incorporated into the Schematic Design. The project deliverables will include Floor Plans, and Building Elevations. An initial Opinion of Probable Cost and Project Development Schedule will be included.

A preliminary Schematic Design be submitted to staff for review and comments. After incorporation of staff comments, the Schematic Design will be finalized and adopted.

DESIGN DEVELOPMENT PHASE

The team shall prepare Design Development documents based upon the approved Schematic Design package. Any adjustments made to the plans or budget as a result of the staff's approval of the Final Schematic Design will be incorporated at this point. The work will include drawings and other documents including floor plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the intended structural, mechanical, plumbing and electrical systems. The initial Opinion of Probable Cost and Project Development Schedule will be will be updated. Outline project specifications will be prepared as part of the deliverables. The Design Development Documents will be submitted to staff for review and comments. Any changes to the design, other than minor adjustments, that increase the scope of the work will be an additional service.

90% CONSTRUCTION DOCUMENTS PHASE

Based upon the Staff's review and approval of the Design Development Documents, Opinion of Probable Cost and Project Development Schedule, the team will prepare the 90% Construction Documents. Staff's comments will be incorporated into the documents. The team will further develop the Plans and Specifications in detail and quality as necessary for bidding documents. The Opinion of Probable Cost and Project Development Schedule will be updated. The 90% Construction Documents will be submitted to Staff for review and comment.

FINAL CONSTRUCTION DOCUMENTS PHASE

Based upon the Staff's review and approval of the 90% Construction Documents, Opinion of Probable Cost and Development Schedule, the team will complete the preparation of Construction Documents suitable for Bidding and submission to the authorities having jurisdiction. The Team will submit the Final Construction Documents to the required regulatory agencies for review and approval during this Phase. The Team will assist the Staff with development and preparation of bidding and procurement forms, identify forms of agreement between the Owner and Contractor, General Conditions and Supplementary Conditions of the Contract for Construction and other sample forms. The team will update the Opinion of Probable Cost and Project Development Schedule.

BIDDING ASSISTANCE PHASE

The Team will assist the Owner during the bidding Phase as required by the Owner's Purchasing or Procurement Department standard practices. This will include review of substitution requests and responding to Request for Information (RFI) from the bidders. It is assumed the Project will be competitive bid to the public. The Team will assist the Staff in the evaluation of the bids and recommendations to the Board.

CONSTRUCTION ADMINISTRATION PHASE

The Team will assist the Owner during the Construction Phase as set forth in the Owner's General Conditions of the Contract with the General Contractor. Generally, this work includes evaluation of the work, review of certificates for payment, review of submittals, review of any changes to the documents, review at Substantial Completion and punch list preparation and review at Final Completion.

FIELD MEASUREMENTS AND EXISTING CONDITIONS DRAWINGS PREPARATION

The Team will prepare existing conditions floor plans to use as base documents for the planning and preparation of construction documents. The deliverables will include field measured floor plans and reflective ceiling plans. The Team will photo document the building's existing conditions. The Team will identify and evaluate the condition of the interior finishes. An existing conditions Finish Schedule will be prepared. The building will be reviewed for compliance with the Florida Accessibility Code.

EVALUATION OF BUILDING ENVELOP AND MECHANICAL / ELECTRICAL SYSTEMS

The Team will visually survey the building envelop that will include reviewing the physical condition of the exterior walls and roof system. The Team will photo document sub-standard or deteriorated conditions and make recommendations for repair or remediation. No destructive demolition is included. The recommendations, if accepted, will be included in the construction documents.

In support of and co-ordination with the Test and Balance work, the existing mechanical systems will be visually surveyed to generally determine the life expectancy of the equipment and make written recommendations on either repair or replacement. Face plate data of the equipment will be recorded.

The existing electrical system will be visually surveyed and readily available information on the main distribution equipment, circuit breakers, sub-panels and wire type will be recorded. Historical electrical consumption data will be requested from Gulf Power. Individual circuits will not be traced. The existing fire alarm / smoke detection will the tested to determine the system's functionality. The age of the control panels will be determined and recommendation of reuse or replacement will be made. The proposal assumes that the existing voice / data system is antiquated and will not be reused.

VOICE / DATA COMMUNICATONS DESIGN

Premier Engineering will provide the design for a structured cabling system to support data and voice along with simple classroom level audio-visual systems in conference, meeting or training rooms. Empty conduits will be provided to the street for incoming data and voice services. Voice and data equipment to include wireless access points will be Owner Furnished Owner Installed. A separate Intercom/PA system is not included in the scope of work. Only wireless data will be provided in the warehouse area (approximately 7,000 SF of the 11,000 SF building total).

TEST AND BALANCE AND REPORT OF EXISTING HVAC SYSTEMS

Dynamic Analysis will survey the seven existing air handling units and condensing units to determine the total airflow and distributions and total cooling capacity. A test and balance report will be prepared. The proposal assumes the existing equipment is operational in order that the testing and measurements can be taken. Work required to make the existing equipment operational is not included and will be by others.

Exhibit B

TOWNES + architects, P.A.

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

SUPERVISOR OF ELECTIONS
NAVY BOULEVARD WAREHOUSE RENOVATION

PRELIMINARY PROJECT DEVELOPMENT SCHEDULE

ACTIVITY	DURATION
• Kick Off Meeting / Notice to Proceed	
• Programming / Site Visits	3 Weeks
• Client Review and Approval	1 Week
• Schematic Design	3 Weeks
• Client Review and Approval	1 Week
• Design Development	3 Weeks
• Client Review and Approval	1 Week
• 90% Construction Documents	6 Weeks
• Client Review and Approval	1 Week
• Final Construction Documents Submit for Plan Review	2 Weeks
• Client Review and Approval	1 Week
• Bidding	4 Weeks
• Contract Negotiations Board Approval	8 Weeks
• Construction to Sub. Completion	24 Weeks
Phase 1 – Warehouse Renovation	8 Weeks
Phase 2 – Office Renovation	16 Weeks
• Final Completion / Occupancy	4 Weeks

Telephone: (850) 433-0203 Fax: (850) 433-2177
AA-26001051

Final Ranking - February 2, 2018

PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection	TOWNES + architects P.A.	Dalrymple Sallis Architecture
George Bush	97	96
Sonya Daniel	95	81
Blake Evans	94	93
Total	286	270
Final Ranking	**1**	**2**

Final Ranking - February 2, 2018

George Bush			
PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection	Points	TOWNES + architects P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects	55	54	53
Relevant experience of the architect's Project Manager for the last five years	25	24	24
Relevant experience of the MEP engineers for the last five years	20	19	19
	Total	97	96

Final Ranking - February 2, 2018

Sonya Daniel			
PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection	Points	TOWNES + architects P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects	55	52	50
Relevant experience of the architect's Project Manager for the last five years	25	25	18
Relevant experience of the MEP engineers for the last five years	20	18	13
	Total	95	81

Final Ranking - February 2, 2018

Blake Evans			
PD 17-18.010, Supervisor of Elections Navy Boulevard Warehouse Renovations – AE Selection	Points	TOWNES + architects P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects	55	54	50
Relevant experience of the architect's Project Manager for the last five years	25	24	23
Relevant experience of the MEP engineers for the last five years	20	16	20
	Total	94	93

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 17-18.010
Name	Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection
Type	Shortlist
Evaluations Due	Not Defined

Print

	TOWNES + architect, P.A.	Dalrymple Sallis Architecture
⊞ George Bush	97	96
⊞ Sonya Daniel	95	81
⊞ Blake Evans	94	93
⊡ Emily Weddington	•	•
Grand Total	**286**	**270**
Average Score	**95.3**	**90.0**
Progressive Rank (Cummulative Position)	**1** (3)	**2** (6)

(75% Complete) Post Scores

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **George Bush** Role **Project Manager**

Evaluation Stage **Shortlist**

Project **[PD 17-18.010] Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection**

SCORE SHEET

Selection Criteria [SHORTLIST]	Pts	TOWNES + architect, P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects.	55	54	53
Relevant experience of the architect's Project Manager for the last five years	25	24	24
Relevant experience of the MEP engineers for the last five years	20	19	19
Total(s)	100	97	96
Rank		1	2

FIRM NOTES (if any)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Sonya Daniel** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 17-18.010] Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection**

SCORE SHEET

Selection Criteria [SHORTLIST]	Pts	TOWNES + architect, P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects.	55	52	50
Relevant experience of the architect's Project Manager for the last five years	25	25	18
Relevant experience of the MEP engineers for the last five years	20	18	13
Total(s)	**100**	**95**	**81**
Rank		1	2

FIRM NOTES (if any)

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Blake Evans** Role **Member**

Evaluation Stage **Shortlist**

Project **[PD 17-18.010] Supervisor of Elections Navy Boulevard Warehouse Renovations - AE Selection**

SCORE SHEET

Selection Criteria [SHORTLIST]	Pts	TOWNES + architect, P.A.	Dalrymple Sallis Architecture
Relevant experience of the Project Architect/Designer for the last five years regarding office and warehouse facilities or similar projects.	55	54	50
Relevant experience of the architect's Project Manager for the last five years	25	24	23
Relevant experience of the MEP engineers for the last five years	20	16	20
Total(s)	**100**	**94**	**93**
Rank		1	2

FIRM NOTES (if any)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13780 **County Administrator's Report** **11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Change Order to Hammond Engineering, Inc. Contract PD 02-03.79 "Innerarity Point Road Area Drainage Improvements"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Hammond Engineering, Inc., for the "Innerarity Point Road Area Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the reallocation of funds from the Capital Improvement Program - Natural Resources Management Department LOST III funds, in the amount of $50,000, from the Beach Haven Drainage Project, Fund 352, Cost Center 220102 Project #15NE3392, to the Innerarity Point Living Shoreline Project, Fund 352, Cost Center 220102; and

B. Authorize the County Administrator to execute the following Change Order to Hammond Engineering, Inc. for the "Innerarity Point Road Area Drainage Improvements Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$8,246.00
Vendor:	Hammond Engineering, Inc.
Project Name:	Innerarity Point Road Area Drainage Improvements Project
Contract:	PD 02-03.79.46.14.ENG
PO#:	131180
CO#:	5
Original Award Amount:	$35,440.00
Cumulative Amount of Change Orders Through this CO:	$40,906.50

New Contract Total:	$76,346.50

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN2592 - $4,496, and Fund 352, LOST III, Cost Center 220102, Object Code 56301, Project #15NE3392 - $3,750]

BACKGROUND:

On June 25, 2013, Hammond Engineering, Inc. was issued a task order to provide professional engineering, surveying and design services for Innerarity Point Road Area Drainage Improvements Project. The original project incorporates two separate locations along Innerarity Point Road.

Change Order 1, in the amount of $11,370.00, provided A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem.

Change Order 2, in the amount of $7,580.50, added design to reduce construction costs and added time to the project. It was discovered that in order to construct a portion of the outfall system, a 400 ft directional bore for a 30" storm-water pipe was needed. A second discharge route that will address the drainage issues and save approximately half of the original construction estimate was developed, and the necessary easements have been acquired.

Change Order 3 was an Administrative Change Order for “TIME ONLY” to allow time for project bidding, construction oversight, and as-built certifications. This time extension is needed due to delays receiving permits from environmental agencies for Living Shoreline.

Change Order 4, in the amount of $13,710.00, requested additional funds and a time extension for a scope change on the north end of Bob-O-Link Road, which is a portion of the Gorham Road project. The scope change included installing stormwater infrastructure, environmental permitting, and public meeting attendance.

This Change Order, #5, in the amount of $8,246.00, is to request funds and a time extension in order to develop construction plans and cost estimates for the Living Shoreline, incorporate construction plans into current project plans, and prepare bid documentation for drainage and alternate bid items for the Living Shoreline. Natural Resources Management Department will be paying for the design and construction of the Living Shoreline. Natural Resources Management Department will contribute $3,750, using LOST III funds, and Public Works/Engineering Infrastructure will contribute $4,496, also using LOST III funds.

BUDGETARY IMPACT:

Funds for this project are available as follows:

Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN2592 $4,496
Fund 352, LOST III, Cost Center 220102, Object Code 56301, Project #15NE3392 $3,750

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:
Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order Recap
Change Order 5 Pending
Original Purchase Order
Change Order 1
Change Order 2
Change Order 3
Change Order 4

Innerarity Point Road Drainage Improvements

Contract PD 02-03.79.46.14.ENG

Change Order Recap

Original PO	$ 35,440.00	Original task order/purchase order for engineering services. BCC Approval 02/18/2010
Change Order 1 BCC Approval 08/21/2014	$ 11,370.00	Additive Change Order is to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is not additional time needed with this Change Order. This Additive Change Order will increase the total design amount to $46,810.00.
Change Order 2 BCC Approval 08/21/2014	$ 7,580.50	Additive change order for a change in design to reduce construction costs and for additional time. It was discovered that in order to construct a portion of the outfall system, a 400 ft directional bore for a 30" storm-water pipe was needed. The construction estimate for the Water Spray area increased to over $300k. A second discharge route that will address the drainage issues and save approximately half of the original construction estimate was developed. The necessary easements have been acquired and are attached as documentation. Changes are as follows: $4,492.00 to be reallocated from Task 101 to Task 501; $336 to be reallocated from Task 102 to Task 502; and $791 to be reallocated from Task 103 to Task 503. The total additive amount is $7,580.50, and the total reallocated amount is $5,619.00. The total change order #2 amount will be $13,200.00. Additional time requested for this project is 2 years (731 days). New completion date is scheduled for July 1, 2015.
Change Order 3	Time Only	Administrative Change Order for “TIME ONLY” to allow time for project bidding, construction oversight, and as-built certifications. Extension is needed due to delays receiving permits from environmental agencies for Living Shoreline. The original completion date was scheduled for July 1, 2015. Change order 3 increase the completion date to September 8, 2017. The new design completion date is scheduled for June 11, 2018 (276 days).
Change Order 4	$ 13,710.00	This Change Order is to request additional funds and time extension for a scope change on the North end of Bob-O-Link Road which is a portion of the Gorham Road project. Scope change includes installing stormwater infrastructure, environmental permitting, and public meeting attendance.
Change Order 5	$ 8,246.00	This Change order is to request funds and time extension to develop construction plans and cost estimates for the living shoreline, incorporate construction plans into current project plans, and prepare bid documentation for drainage and alternate bid items for the living shoreline. Natural Resources Management Department will be paying for the design and construction of the Living Shoreline. Natural Resources Management Department will cover $3,750 and LOST funds will $4,496 of the requested amount.
Total Change Orders	$ 40,906.50	
New Purchase Order Total	$ 76,346.50	

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: **Innerarity Pointe**
Project ID: ENG1840

Location: Coronda, Waterspray, Gorham Roads
Project Manager: Terri Berry
Date: 2/20/2018

****

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djones@myescambia.com, c=US
2018.02.23 09:30:16 -06'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

Terri Berry
cn=Terri Berry, o=Public Works, ou=Engineering, email=terri_berry@myescambia.com, c=US
2018.02.22 16:51:01 -06'00'

DESCRIPTION OF REQUEST

Change order 4 is to request funds and time extension to develop construction plans and cost estimates for the living shoreline, incorporate construction plans into current project plans, and prepare bid documentation for drainage and alternate bid items for the living shoreline. Natural Resources Management Department will be paying for the design and construction of the Living Shoreline. Change order 1 added design services for Gorham Road. Change order 2 requested funds for design changes required for Waterspray Terrace. Change Order 3 requested funds for a scope change on Bob-o-Link. Original Purchase order amount was $35,440, with change orders 1-3 contract amount increased to $68,101.50. Additional $8,246.00 is requested bringing the total contract amount to $76,347.5. Natural Resources Management Department will cover $3,750 and LOST funds will $4,496 of the requested amount.

The original completion date was scheduled for July 1, 2015. Change orders 1-3 extended the completion date to June 11, 2018. Time extension is needed for updating the design, bid process, and construction oversight. The new design completion is scheduled for November 8, 2018 (150 days). Task Order and Purchase Order numbers are: PD#02.03.79.46.14.ENG; PO#131180.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 150 calendar days. New completion date is 11/8/18

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 4		$	$ 8,246.00
Contract PD	Contractor Hammond Engineering Inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for Contractor:		$	$
New Balance of CIP Project		$ $ -	$ $ (8,246.00)

****

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\I\Innerarity Point Rd Area Drainage Improvements ENG1840\Funding

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 4
$8,246.00
2/19/2018

Project Scope

Escambia County has requested that we include plans for the permitted living shoreline along the north end of Bob-O-Link and Cruzat Roads into the current Drainage and Roadway Improvement Plans, revise plans to include GAB base for the roadway rehab, and to include bid documents.

Task 401 – Incorporate Living Shoreline/GAB base into Construction Documents - $3,750.00

HEI will revise plans to include the Living Shoreline as permitted. The living shoreline component of plans will be separate pages from the current project plans including its own summary of pay items.

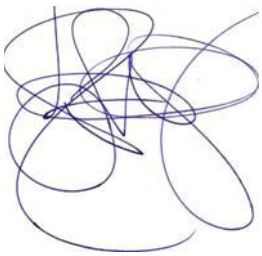
Task 402 – Bid Documents - $4,496.00

HEI will prepare an engineers certified construction cost (opinion of probable cost) based on current construction costs in Escambia County. The document will be signed and sealed. Quantities will be tabulated utilizing the current pricing agreement. We will prepare and provide Bid Documents (plans, specs, bid tab, and scope).

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE
President

3802 North “S” Street PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

Hammond Engineering, Inc.

28-Feb-18

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scienctist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
Activity	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 102 - Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 103 - Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 104 - Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
TASK 200 - OPTIONAL SERVICES	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
TOTALS	0		0		0		0		0		0		0		0		0			
																				$0.00

Change Order 1
Task 300

Task 301-Desgin Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 302-Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 303-Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 304-Limited Construction Adminstration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 400 - OPTIONAL SERIVCES																				
																			CO#1	**$0.00**

Change Order 2
Task 500

Task 501-Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0.00	$140.00	0	$0.00
Task 502-Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0.00	$140.00	0	$0.00
Task 503-Permitting	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
																			CO#2	**$0.00**

Change Order 3
TASK 600

Task 601-Environmental Resource Permitting	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 602-Civil Engineering Design Services	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 603-Public Involvement	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 604-Utility Coordination/Permitting	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 605-Optional Services	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
																			CO#3	**$0.00**

Change Order 4

TASK 401 - Incorporate Living Shoreline and GAB into Construction Plans	2.00	$30.00	30	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	18	$75.00	0	$125.00	6	$140.00	56	$3,750.00
Task 402 - Bid Documents	14.87	$30.00	26	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	18	$75.00	0	$125.00	10	$140.00	69	$4,496.00
																			CO #4	**$8,246.00**

Escambia County Design and Engineering Services
Hammond Engineering, Inc.

Position	2018 Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Clerical	$12.00	160.00%	12.00%	$34.94	$30.00
Engineering Tech	$20.00	160.00%	12.00%	$58.24	$50.00
Surveying Tech	$20.00	160.00%	12.00%	$58.24	$50.00
Field Crew	$50.00	160.00%	12.00%	$145.60	$145.00
Drill Rig Crew	$65.00	160.00%	12.00%	$189.28	$175.00
Scientist	$28.00	160.00%	12.00%	$81.54	$75.00
Engineer	$28.00	160.00%	12.00%	$81.54	$75.00
Prof. Surveyor	$45.00	160.00%	12.00%	$131.04	$125.00
Sr. Engineer	$48.08	160.00%	12.00%	$140.01	$140.00
Landscape Architect	$34.34	160.00%	12.00%	$100.00	$100.00

PURCHASE ORDER NO. 131180

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
080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			IF YOU HAVE ANY QUESTIONS PLEASE CONTACT JEREMY KING AT 850.595.3453		
01	1.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY	35440.0000	35,440.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210728	56301	35,440.00	

PAGE TOTAL	$	35,440.00
TOTAL	$	35,440.00

PD 6-28-13

TAX ID 65-6013888011C 3

SCAN
Jerry

APPROVED BY Claudia Simmons

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

TASK ORDER - PD 02-03.79.46.14.ENG

TO PROVIDE PROFESSIONAL ENGINEERING, SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Hammond Engineering, Inc.) will provide the Escambia County Public Works Department, Engineering Division with Professional Engineering, Surveying and Design Services for Innerarity Point Road Area Drainage Improvements. This project consists of two separate locations along Innerarity Point Road. The first property is located at 5930 Water Spray Terrance and the second location includes the houses on the east and west side of Coronada Blvd., at the intersection of Innerarity Point Rd (5805 Coronada Blvd and 14410 Innerarity Point Road.) (Revised Scope of Services dated June 11, 2013.)

3.0 Schedule

This Task Order shall be completed within 365 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of $35,440.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Escambia County, Florida

Date

Accepted by:

Hammond Engineering, Inc.

Date

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal

$35,440.00
Revised June 11, 2013

Existing Drainage Conditions

This project consists of two separate locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. In both locations, it is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is already complete for both locations and will be provided along with this task order. If additional surveying is needed the County will provide it.

The first property is located at 5930 Water Spray Terrace. We have pictures on file available for review of the property during heavy rain events. The preliminary solution for this area is to install a combination ditch system and piping to achieve positive discharge to the Intracoastal Waterway. The County R/W for Balderas Ave. extends southerly all the way to the water.

The second location includes the houses on the east and west side of Coronada Blvd. at the intersection of Innerarity Point Rd (5805 Coronada Blvd. and 14410 Innerarity Point Rd). The Coronada Blvd. R/W extends north to Bayou Garcon at a County owned boat ramp and adjacent park parcel. The preliminary solution for this area is to install a combination ditch and piping system.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services – $ 29,230.00

101 Design Services - $22,460.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic

3802 North "S" Street PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

Control Plan, SWPPP, and required utility adjustments. We will make 30% (Concept Plans), 60%, 90% and final plans for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to 11"x17" and 24'x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

102 Public Involvement - $1,680.00

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

103 Utility Coordination/Permitting – $2,260.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NWFWMD and utilities requiring adjustment.

104 Limited Construction Administration - $2,830.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications based on post-construction plans provided by the contractor.

TASK 200 Optional Services – $6,210.00

201 Subsurface Utility Verification - $5,000.00

HEI will subcontract with Southeastern Surveying to provide SUE locations on an as needed basis.

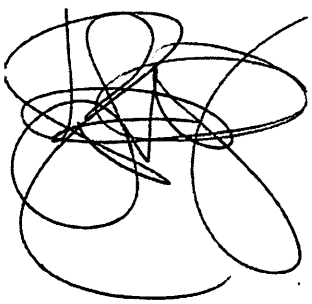
202 DEP/USCOE Permitting - $1,210.00

Should the proposed plans include improvements seaward of the Mean High Water Line, HEI will contract with Wetland Sciences, Inc. to prepare and submit and application for impacts to navigable waters. This price includes the permit application fee.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

22-May-13

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scienctist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours	Task Fee
Activity	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	40	$30.00	170	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	88	$75.00	0	$125.00	44	$140.00	342	$22,460.00
Task 102 - Public Input	4	$30.00	8	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	8	$75.00	0	$125.00	4	$140.00	24	$1,680.00
Task 103 - Permitting	4	$30.00	8	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	12	$75.00	0	$125.00	6	$140.00	30	$2,260.00
Task 104 - Limited Construction Administration	8	$30.00	20	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	10	$75.00	0	$125.00	6	$140.00	44	$2,830.00
TASK 200 - OPTIONAL SERVICES																				$6,210.00
TOTALS	~~48~~ 57		~~188~~ 206		0		0		0		0		118		0		60			$35,440.00

Calculations verified
6-18-13
Lambert

Escambia County Design and Engineering Services
Hammond Engineering, Inc.

Position	2010 Hourly Rate	Overhead	Profit	Billing Rate	Proposed Billing Rate
Scientist	$28.00	160.00%	12.00%	$81.54	$75.00
Survey Crew	$50.00	160.00%	12.00%	$145.60	$145.00
Technician	$20.00	160.00%	12.00%	$58.24	$50.00
Clerical	$18.00	160.00%	12.00%	$52.42	$50.00
Prof. Surveyor	$45.00	160.00%	12.00%	$131.04	$125.00
Engineer	$45.00	160.00%	12.00%	$131.04	$125.00
Drill Rig Crew	$65.00	160.00%	12.00%	$189.28	$175.00

Shawna Jones
2/15/10

Checklist
Document Review / Signature Request

From	Jeremy King		
Date	4/17/2013		
Description	Abbreviated Selection		
Project Name	Innerarity Point Rd Area Drainage Improvements		
Deadline			
Action Needed	Review scope and select 3 A/E firms		
Routing Notes			
Routed Thru: Accounting		Date	
Routed Thru: Supervisor	Latest spreadsheet attached.	Date	4/17/13
Approved By: County Engineer		Date	
County Engineer Comments			

Updated 01-17-12

Abbreviated A&E Selection Checklist

Project Name: Innerarity Point Rd Area Drainage Improvements

Project ENG#: 1840 Project Manager: Jeremy King

- The assigned PM and/or project owner shall draft an informal scope for committee members: Engineering Division Managers (Joy Jones and Rich Andrews), Traffic Division Manager (Colby Brown), and the assigned Project Manager from Engineering and/or Traffic.
  Date: 4/17/2013

- The County Engineer (Joy Blackmon) and the Assistant County Administrator (Larry Newsom) shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: _____

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 5/14/13

- County Engineer (Joy Blackmon) will authorize the committee to proceed with the #1 A/E after review with the Assistant County Administrator (Larry Newsom).
  Date: _____

- Once selection is approved via CE and ACA, the PM shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
  Date: 5/16/13

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: _____

- Schedule a Negotiation meeting.
  Date: 6/6/13

- The Committee shall negotiate the fee with the selected A/E.
  Date: 6/6/13

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: 6/17/13

*This process should take 10 to 14 working days. Revised: 02/13/13

Innerarity Point Rd Area Drainage Improvements

This project consists of two separate locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. In both locations, it is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is already complete for both locations and will be provided along with this task order.

The first property is located at 5930 Water Spray Terrace. We have pictures on file available for review of the property during heavy rain events. The preliminary solution for this area is to install a combination ditch system and piping to achieve positive discharge to the Intracoastal Waterway. The County R/W for Balderas Ave. extends southerly all the way to the water.

The second location are the houses on the east and west side of Coronada Blvd. at the intersection of Innerarity Point Rd (5805 Coronada Blvd. and 14410 Innerarity Point Rd). The Coronada Blvd. R/W extends north to Bayou Garcon at a County owned boat ramp and adjacent park parcel. The preliminary solution for this area is to install a combination ditch and piping system.

The consultant is to evaluate the area and provide design concepts to adequately convey the 25 year storm event and prevent flooding of the properties. Once a concept is selected, the consultant will design, and if needed, permit the solution through the applicable agencies. Other tasks include, but are not necessarily limited to, the preliminary construction cost estimate, final pricing through the County pricing agreement based upon quantities, geotech if required, meeting with residents, County staff, utility coordination, etc. Though it is not anticipated, real estate acquisition assistance may be needed as an optional service from the consultant.

ENG 1840

Project Name: Innerarity Point Rd. Area Drainage Impr. Date: 4/17/2013

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☐ Construction Based Task Order – Estimated Value $ _____

☑ Study Based Task Order – Estimated Value $ 30,000

Contract Number _____

- Committee members
  - Jeremy King
  - Joy Jones
  - James Duncan
- Firms reviewed (please list all firms that were reviewed for possible consideration)
  - Hammond
  - Fitzpatrick
  - K-Horne
  - Jabre

(Include additional pages, if required)

- Ranking of final three firms
  1. Tom Hammond
  2. Ken Horne
  3. David Fitzpatrick
- Motion made by: Jeremy King
- Motion seconded by: James Duncan
- Vote:
  - Unanimous
  -
  -
- Rank/Decision date
  5/14/13

5/14/13
JD 5-14-13
JK 5/14/13

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

current work load / estimated response time. Previous experience with drainage complaints.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are bei ng held two business days in advance of their occurrence)

Date	Time	Location
6/6/13	1 PM	RM205 COC

(Include additional pages, if required)

- Date and time the information liste d above was e-mailed to the Office of Purchasing for posting to the purcha sing web site and the official po sting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to pro vide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared By

I do hereby certify that the information provided is true and correct.

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Innerarity Point Rd Area Drainage Improvments
Project ID: ENG1840
Location: Coronada Blvd. and Water Spray Terrace
Project Manager: Jeremy King
Date: 6/17/2013

Jay Bower 6/18/13
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This new task order provides for A&E services to design stormwater conveyance system improvements for Water Spray Terrace and also Coronada Blvd. In both locations residential flooding has occured. This project will be funded by drainage basin 10 funds. Total contract duration is 365 days. The total contract cost is $35,440.

02-0379.46.14 eng

Attached backup documentation 9 page (s).
RFF/NTP Start Date or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by calendar days.

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant	Hammond Engineering		$ 35,440.00
Funds for Original Work Order				
Funds for Change Order #				
Contract PD 10-11.065.	Contractor	TOA 6/18/13		
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency	210728		
Funds for Land Purchases	Owner			
Funds for Title Work	Company	56301		
Contract PD	Contractor			
Funds for		Please prepare task order + req		
New Balance of CIP Project			$ -	$ (35,440.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:			13 Fund bal	35440
To:			94P	35440

Transfer

County Engineer Signature

Transferred by

Transfer Date 6/18/13

Posted to Expedition
Date:

REQUISITION 13001299

REQUESTED	REQUIRED	GROUP NAME	ENGINEERING	BUYER
06/25/13	06/25/13	PUBLIC WORKS/INFRASTRUCTU		PURCHASING MANAGE

SHIP TO PUWE-0
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT
IF YOU HAVE ANY QUESTIONS PLEASE
CONTACT JEREMY KING AT 850.595.3453

VENDOR 080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00	LOT	35,440.0000	35,440.00
O	TASK ORDER NO.02.03.79.46.14.ENG "TO					0.00
	PROVIDE PROFESSIONAL					0.00
	ENGINEERING,SURVEYING AND DESIGN					
	SERVICES FOR INNERARITY POINT ROAD AREA					
	DRAINAGE IMPROVEMENTS. CIP: INNERARITY					
					TOTAL PRICE	35,440.00

COST CENTER	ACCOUNT	PROJ/TASK	ACCOUNT	CHARGE AMOUNT
210728	56301			35,440.00

REQUISITION TOTAL 35,440.00

Robin Lambert
cn=Robin Lambert, o=Engineering, ou=Public Works, email=robin_lambert@co.escambia.fl.us, c=US
2013.06.25 12:58:23 -05'00'

PAGE TOTAL 35,440.00

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 131180-1
CHANGE DATE: 08/27/13

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
080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Change Order #1 is an additive change order to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccuring problem. This project will be funded by drainage basin 10 funds.There is not additional timem needed with this change order. This additive change order will increase the total design amount to $46,810.00 CIP: Innerarity Pointe Road Area Drainage Improvements Previous PO/Conrtract Total Dollars: $35,440.00 Net Dollars for this Change: $11,370.00 New PO/Contract Total Dollars: $46,810.00		
01	.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN	11370.0000	11,370.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210728	56301	11,370.00	

PAGE TOTAL $	11,370.00
TOTAL $	11,370.00

8-28-13

8-27-
Jenny

APPROVED BY Claudia Simmons

TAX ID 65-6013888011C 3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 131180-1

CHANGE DATE: 08/27/13

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
080483
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $ 11,370.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	080483	Vendor Name:	HAMMOND ENGINEERING, INC.		
Project Number:		P.O. Number:	131180	C.O. Number:	1
Department:	PUBLIC WORKS/ENGINEERING	P.D. Number:	02.03.79.46.14.ENG	Date:	08/22/13

Notes for Modifying the Scope of Award:

Additive Change Order is to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is not additional time needed with this Change Order. This Additive Change Order will increase the total design amount to $46,810.00. CIP: Innerarity Point Rd Area Drainage Improvements

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	$11,370.00
Adding Dollars to Line Item No:	1				
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars:	$35,440.00
Net Dollars added or subtracted:	$11,370.00
New Purchase Order Total Dollars:	$46,810.00
New Contract Total Dollars:	$35,440.00
Net Dollars added or subtracted:	$11,370.00
New Contract Total Dollars:	$46,810.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210728	56301		$11,370.00	$46,810.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Evelyn Rancifer, cn=Evelyn Rancifer, o=Escambia County BCC, ou=Public Works Engineering, email=evelyn_rancifer@myescambia.com, c=US 2013.08.22 10:11:09 -05'00' Robin Lambert, cn=Robin Lambert, o=BCC, ou=Public Works, email=rlambert@myescambia.com, c=US 2013.08.22 10:46:01 -05'00' Date: _____

Contract Administrator's Certification & Approval: Date: _____

Office of Purchasing Review Agent: Date: _____

Department Director: Digitally signed by Joy D. Blackmon DN: cn=Joy D. Blackmon, o, ou=Public Works, email=jdblackm@myescambia.com, c=US Date: 2013.08.27 10:27:42 -05'00' Date: _____

County Administrator's Approval: MCH Date: 8-27-13

FAGD (Revised 1/1/2008)

13 AUG 27 AM 10:36 ESCAMBIA FLA

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 1
$11,370.00
Revised August 19, 2013

Existing Drainage Conditions

This project consists of an additional location along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

The additional location is along Gorham Road where residents have brought to the County's attention that there is significant road flooding along the portion of Gorham Rd. between Bob-O-Link Rd. and Cruzat Way during normal rainfall events. The county wishes to eliminate the property and street flooding through the installation of a drainage system to Bayou Garcon through existing County R/W along Cruzat. The county would also like to look into the drainage system along Bob-O-Link to see if the standing water can be cured. In addition to a drainage system, the county would like to include resurfacing of Cruzat Way, Gorham Rd, and Bob-O-Link Rd. all the way to Innerarity Point Rd.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 100 Professional Design Services – $ 11,370.00

101 Design Services - $7,985.00

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be

submitted in paper and electronic format and will be reproducible to 11"x17" and 24'x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

102 Public Involvement - $840.00

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

103 Utility Coordination/Permitting – $1,130.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NWFWMD and utilities requiring adjustment.

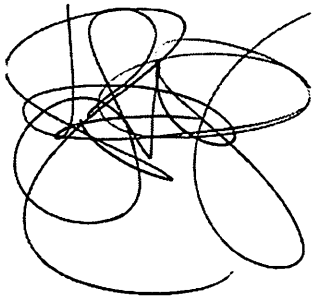
104 Limited Construction Administration - $1,415.00

We will attend the pre-construction conference, review shop drawings, and be available for consulting purposes during construction. We shall provide as-built certifications based on post-construction plans provided by the contractor.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

22-May-13

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scienctist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours Task Fee	
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by task	
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 102 - Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 103 - Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 104 - Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
TASK 200 - OPTIONAL SERVICES																				$0.00
TOTALS	0		0		0		0		0		0		0		0		0			
																				$0.00
Change Order 1																				
Task 300																				
Task 301-Desgin Services	14	$30.00	60	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	31	$75.00		$125.00	16	$140.00	121	$7,985.00
Task 302-Public Input	2	$30.00	4	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	4	$75.00		$125.00	2	$140.00	12	$840.00
Task 303-Permitting	2	$30.00	4	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	6	$75.00		$125.00	3	$140.00	15	$1,130.00
Task 304-Limited Construction Adminstration	4	$30.00	10	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	5	$75.00		$125.00	3	$140.00	22	$1,415.00
Task 400 - OPTIONAL SERIVCES																				
																		CO#1		$11,370.00

Calculations
Verified
8-20-13

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Innerarity Point Rd Area Drainage Improvments
Project ID: ENG1840
Location: Gorham Rd.
Project Manager: Jeremy King
Date: 8/20/2013

Signature Approval, Division Chief 8/20/13

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This additive change order is to provide A&E services to design stormwater conveyance system improvements for Gorham Rd. where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is no additional time needed with this change order. This additive change order will increase the total design amount to $46,810.

Attached backup documentation 3 page (s).
RFF/NTP Start Date or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by calendar days.

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant	Hammond Engineering		$ 11,370.00
Funds for Original Work Order				
Funds for Change Order #				
Contract PD 10-11.065.	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (11,370.00)

TO EK 8/20/13
please prepare c/o 210728
210107/56301 5630
13EN2212

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:			Innerarity Pt SW Dbg	11370
To:			o/p	11370

Transfer

County Engineer Signature

Transferred by

Transfer Date 8-20-13

Posted to Expedition
Date:

PURCHASE ORDER NO. 131180-2
CHANGE DATE: 08/29/14

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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
080483 FAX: 850-434-2650
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This additive change order is for the EOR to provide updated design services, modifying the proposed design stormwater discharge route for the Water Spray Terrace portion of the Innerarity Point Road Area Drainage Design. Originally, the design recommended routing stormwater to the Intracoastal Waterway via Balderas Avenue. Upon review, it has been determined to be much more cost effective to route the water through easements that have already been acquired abutting Linn Avenue, still ultimately discharging to the Intracoastal Waterway. The Water Spray Terrace design was at 60% before before it was stopped, therefore we will deduct the remainder of that design and apply it to the new design route fee.Total fee for the new designif $13,199.50, however $5,619.00 will be applied from the original task, making this change order total $7,580.60. The contract will also be extended for an additional 365 making the new completion date July 1, 2015. CIP: Innerarity Point Road Drainage Improvements		
			Previous PO/Contract Total Dollars $46,810.00 Net Dollars for this change order $7,580.50 New PO/Contract Total Dollars $54,390.50		
01	.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA	7580.5000	7,580.50

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 131180-2

CHANGE DATE: 08/29/14

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
080483 FAX: 850-434-2650
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: PAUL NOBLES	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			DRAINAGE IMPROVEMENTS. CIP: INNERARITY		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210728 56301	7,580.50	

PAGE TOTAL $	7,580.50
TOTAL $	7,580.50

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 2
$13,199.50.00

Existing Drainage Conditions

This project consists of locations along Innerarity Point Rd. where residential properties have flooded during extreme storm events. It is anticipated that positive drainage can be achieved through ditches/piping to the nearby water bodies. Topographic surveying is being carried out by the Escambia County Survey and will be provided along with this task order. If additional surveying is needed the County will provide it.

Specifically, this change order focuses on an alternate route to provide a positive outfall to the property located at 5930 Water Spray Terrace. The proposed route will run east through a recently obtained drainage easement and then south along the Linn Avenue R/W to the Intercoastal Waterway.

Project Scope

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 500 Professional Design Services – $7,580.50 (additional money)
$5,619.00 (move from original contract)
$13,199.50 Total

501 Design Services - $7038.00 (additional money)
$4,492.00 (move from Task 101 to 501)
$11,530.00 Total

HEI will provide drainage design concepts for each location based on a 25 year critical duration event (conveyance system) and a 100 year critical duration event (residence flooding). Once a concept has been approved by county staff, HEI will provide drainage improvement construction documents. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will make 60%, 90% and final plans for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to

11"x17" and 24'x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project will meet the pricing agreement requirements, however if the project construction cost exceed the pricing agreement threshold, HEI will provide all typical bid documents, attend all meetings, etc. as needed to move the project into the construction phase.

502 Public Involvement - $253.50 (additional money)
$336.00 (move from Task 102 to 502)
$589.50 Total

HEI will participate in coordinating with the public. We will contact and discuss the project with the residents impacted within the project area as needed.

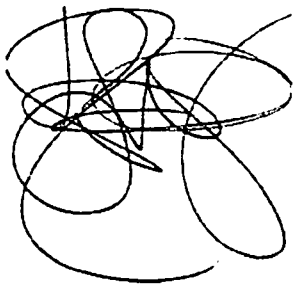
503 Utility Coordination/Permitting – $289.00 (additional money)
$791.00 (move from Task 103 to 503)
$1,080.00 Total

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to NWFWMD and utilities requiring adjustment.

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE
President

Hammond Engineering, Inc.

2-Jun-14

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours	Task Fee
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	by Task	
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 102 - Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 103 - Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 104 - Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
TASK 200 - OPTIONAL SERVICES																				$0.00
TOTALS	0		0		0		0		0		0		0		0		0			$0.00
Change Order 1																				
Task 300																				
Task 301-Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 302-Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 303-Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 304-Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00		$125.00	0	$140.00	0	$0.00
Task 400 - OPTIONAL SERVICES																				
																		CO#1		**$0.00**
Change Order 2																				
Task 500																				
Task 501-Design Services	0.1	$30.00	32	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	17	$75.00	0	$125.00	76.00	$140.00	65	$7,038.00
Task 502-Public Input	0.8	$30.00	1	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0.9	$75.00	0	$125.00	0.8	$140.00	4	$253.50
Task 503-Permitting	0.8	$30.00	1	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	1	$75.00	0	$125.00	1	$140.00	4	$289.00
																		CO#2		**$7,580.50**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Hammond Engineering, Inc., for the "Innerarity Point Road Area Drainage Improvements Project" (Funding Source: Fund 181 "Master Drainage Basin," Cost Center 210728, "Master Drainage Basin 10," Object Code 56301):

Department:	Public Works	
Division:	Engineering/Infrastructure Division	
Type:	Addition	
Amount:	$7,580.50	
Vendor:	Hammond Engineering, Inc.	
Project Name:	Innerarity Point Road Area Drainage Improvements Project	
Contract:	PD 02-03.79.46.14.ENG	
Purchase Order Number:	131180	
Change Order (CO) Number:	2	
Original Award Amount:		$35,440.00
Cumulative Amount of Change Orders through this CO:		$18,950.50
New Contract Total:		$54,390.50

Approved 5-0

PURCHASE ORDER NO. 131180-3

CHANGE DATE: 10/08/15

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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
080483 FAX: 850-434-2650
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: ANGELA HOLBROOK	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an Administrative Change Order for TIME ONLY extending time for design completion, project bidding, construction oversight, Extension is needed due to secure funding delays, April 2014 storms, and surveying delays. The previous completion date was scheduled for July 1, 2015. The new design completion date is scheduled for February 1, 2016 (210 days). See attached Recap of Change Orders. Original Purchase Order Amount was $35,440, with changes orders in the amount of $18,950.50, the new contract amount is $54,391.50 CIP: Innerarity Point Rd Area Drainage Improvements		
01	.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $	.00
01	210728 56301	.00		TOTAL $	.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Hammond Engineering, Inc.
- **Purchase Order Number:** 131180
- **Change Order Number:** 3
- **Project Name:** Innerarity Point

- **Board Recommendation:** CO #2 Approved by BCC 08/21/2014
- **Resume Page:** attached
- **Funding Source:** Fund 352 LOST III
- **Breakdown of Project Costs:** attached
- **Additional Information:** _____

_____

_____

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	080483	Vendor Name:	HAMMOND ENGINEERING, INC.		
Project Number:	ENG1840	P.O. Number:	131180	C.O. Number:	3
Department:	PUBLIC WORKS/ENGINEERING	P.D. Number:	02.03.79.46.14.ENG	Date:	09/30/15

Notes for Modifying the Scope of Award:

This is an Administrative Change Order for "TIME ONLY" to allow time for design completion, project bidding, construction oversight, and as-built certifications. Extension is needed due to secure funding delays, April 2014 storms, and surveying delays. The previous completion date was scheduled for July 1, 2015. The new design completion date is scheduled for February 1, 2016 (210 days). See attached Recap of Change Orders. Original Purchase Order Amount was $35,440, with changes orders in the amount of $18,950.50, the new contract amount is $54,391.50 CIP: Innerarity Point Rd Area Drainage Improvements.

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	$0.00
Adding Dollars to Line Item No:					
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars:	$54,390.51
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$54,390.51

New Contract Total Dollars:	$54,390.51
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$54,390.51

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210728	56301	ENG1840	$0.00	$54,390.51

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Escambia County, BOCC, ou=Public Works Department, email=jdblackm@myescambia.com, c=US Date: 2015.10.08 12:56:48 -05'00' Date: _____

Department Director: _____ Date: _____

County Administrator's Approval: _____ Date: 10-9-15

F0020 (Revised 1/31/2008)

Innerarity Point Road Drainage Improvements
Contract PD 02-03.79.46.14.ENG
Change Order Recap

Original PO	$	35,440.00	Original task order/purchase order for engineering services. BCC Approval 02/18/2010
Change Order 1	$	11,370.00	Additive Change Order is to provide A&E services to design stormwater conveyance system improvements for Gorham Road where roadway and property flooding is a reoccurring problem. This project will be funded by drainage basin 10 funds. There is not additional time needed with this Change Order. This Additive Change Order will increase the total design amount to $46,810.00.
Change Order 2	$	7,580.50	Additive change order #2 is for a change in design to reduce construction costs and for additional time. It was discovered that in order to construct a portion of the outfall system, a 400 ft directional bore for a 30" storm-water pipe was needed. The construction estimate for the Water Spray area increased to over $300k. A second discharge route that will address the drainage issues and save approximately half of the original construction estimate was developed. The necessary easements have been acquired and are attached as documentation. Changes are as follows: $4,492.00 to be reallocated from Task 101 to Task 501; $336 to be reallocated from Task 102 to Task 502; and $791 to be reallocated from Task 103 to Task 503. The total additive amount is $7,581.00, and the total reallocated amount is $5,619.00. The total change order #2 amount will be $13,200.00. This project will be funded by drainage basin 10 funds. Additional time requested for this project is 2 years (731 days). New completion date is scheduled for July 1, 2015. This additive change order will increase the total design amount to $54,391.00.
Total Change Orders	$	18,950.50	
New Purchase Order Total	$	54,390.50	

Chris Curb
cn=Chris Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
2015.09.23 12:37:32 -05'00'

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Innerarity Pointe
Project ID: ENG1840

Location: Coronda, Waterspray, Gorham Roads
Project Manager: Terri Berry
Date: 9/23/2015

This section to be completed by Project Managers:

Digitally signed by Terri Berry
DN: cn=Terri Berry, o=Public Works, ou=Engineering, email=terri_berry@myescambia.com, c=US
Date: 2015.09.23 12:36:03 -05'00'

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This is an Administrative Change Order for "TIME ONLY" to allow time for design completion, project bidding, construction oversight, and as-built certifications. Extension is needed due to secure funding delays, April 2014 storms, and surveying delays. The previous completion date was scheduled for July 1, 2015. The new design completion date is scheduled for February 1, 2016 (210 days). Task Order and Purchase Order numbers are: PD#02.03.79.62.4.ENG; PO#151080.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 210 calendar days. New completion date is 2/1/2016

	Obligated	Required
Balance of CIP Project	$	$
Funds for Original Construction Contract	$	$
Funds for Construction Change Order #	$	$
Contract PD 02.03.79.46.14.ENG Contractor Hammond Engineering Inc		
Funds for Original Task Order		
Funds for Addendum #	$	$
Task Order PD Consultant	$	$
Funds for Original Work Order		
Funds for Change Order # to the Work Order	$	$
Contract PD Contractor	$	$
Funds for Contingency	$	$
Funds for Permit Fees	$	$
Funds for Land Purchases	$	$
Funds for Title Work	$	$
Contract PD Contractor		
Funds for	$	$
Contractor:		
New Balance of CIP Project	$ $ -	$ $ -

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$

	Fund	Project #	Project Name	Amount
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date

H:\ENG\FileSystem\Projects\Innerarity Point Rd Area Drainage Improvements ENG1840\Funding

PURCHASE ORDER NO. 131180-4

CHANGE DATE: 04/21/16

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
080483 FAX: 850-434-2650
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: ANGELA HOLBROOK	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Change Order #3 is to request additional funds and time extension for a scope change on the North end of Bob-O-Link Road which is a portion of the Gorham Road project. Scope change includes installing stormwater infrastructure, environmental permitting, and public meeting attendance. Change order #1 added design servicesfor Gorham Road. Change order #2 requested funds for design changes required for Waterspray Terrace. Original Purchase order amount was $35,440, with change orders#1 and #2 contract amount increased to $54,391.50. Change Order #1 and 2 were approved by the Board on 08/21/2014. Additional $13,710.00 is requested bringing the total contract amount to $68,101.50 The original completion date was scheduled for July 1, 2015. Time extensions 1 and 2 extended the completion date to August 29, 2016. Time extension is needed for design, permitting, construction oversight, and as-built certifications. The new design completion is scheduled for September 8, 2017 (375 days). Task Order and Purchase Order numbers are: PD#02.03.79.46.14.ENG; PO#131180. CIP: Innerarity Point		
01	1.00	LOT	TASK ORDER NO.02.03.79.46.14.ENG "TO	13710.0000	13,710.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $ 13,710.00
TOTAL $

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 131180-4

CHANGE DATE: 04/21/16

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
080483 FAX: 850-434-2650
HAMMOND ENGINEERING INC
3802 N "S" ST
PENSACOLA FL 32505

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/28/13	BUYER: ANGELA HOLBROOK	REQ. NO.: 13001299	REQ. DATE: 06/25/13
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PROVIDE PROFESSIONAL ENGINEERING,SURVEYING AND DESIGN SERVICES FOR INNERARITY POINT ROAD AREA DRAINAGE IMPROVEMENTS. CIP: INNERARITY		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210728 56301	13,710.00	

PAGE TOTAL $	13,710.00
TOTAL $	13,710.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Hammond Engineering, Inc.
- **Purchase Order Number:** 131180
- **Change Order Number:** 4
- **Project Name:** Innerarity Point

- **Board Recommendation:** CO #2 Approved by BCC 08/21/2014
- **Resume Page:** attached
- **Funding Source:** Fund 181 "Drainage Basin 10"
- **Breakdown of Project Costs:** attached
- **Additional Information:** _____

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	080483	Vendor Name:	HAMMOND ENGINEERING, INC.		
Project Number:	ENG1840	P.O. Number:	131180	C.O. Number:	4
Department:	PUBLIC WORKS/ENGINEERING	P.D. Number:	02.03.79.46.14.ENG	Date:	04/11/16

Notes for Modifying the Scope of Award:

Change Order #3 is to request additional funds and time extension for a scope change on the North end of Bob-O-Link Road which is a portion of the Gorham Road project. Scope change includes installing stormwater infrastructure, environmental permitting, and public meeting attendance. Change order #1 added design services for Gorham Road. Change order #2 requested funds for design changes required for Waterspray Terrace. Original Purchase order amount was $35,440, with change orders #1 and #2 contract amount increased to $54,391.50. Change Order #1 and 2 were approved by the Board on 08/21/2014. Additional $13,710.00 is requested bringing the total contract amount to $68,101.50.

The original completion date was scheduled for July 1, 2015. Time extensions 1 and 2 extended the completion date to August 29, 2016. Time extension is needed for design, permitting, construction oversight, and as-built certifications. The new design completion is scheduled for September 8, 2017 (375 days). Task Order and Purchase Order numbers are: PD#02.03.79.46.14.ENG; PO#131180. CIP: Innerarity Point

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$13,710.00
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars:	$54,390.51
Net Dollars added or subtracted:	$13,710.00
New Purchase Order Total Dollars:	$68,100.51

New Contract Total Dollars:	$54,390.51
Net Dollars added or subtracted:	$13,710.00
New Contract Total Dollars:	$68,100.51

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210728	56301	~~ENG1640XX~~	$13,710.00	$68,100.51

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ Date: _____

Department Director: Joy D. Blackmon Digitally signed by Joy D. Blackmon, PE DN: cn=Joy D. Blackmon, PE, o=Public Works, ou, email=JDBlackm@myescambia.com, c=US Date: 2016.04.20 14:37:36 -05'00' Date: _____

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Innerarity Pointe
Project ID: ENG1840

Location: Coronda, Waterspray, Gorham Roads
Project Manager: Terri Berry
Date: 3/23/2016

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order #3 is to request additional funds and time extension for a scope change on the North end of Bob-O-Link Road which is a portion of the Gorham Road project. Scope change includes installing stormwater infrastructure, environmental permitting, and public meeting attendance. Change order #1 added design services for Gorham Road. Change order #2 requested funds for design changes required for Waterspray Terrace. Original Purchase order amount was $35,440, with change orders #1 and #2 contract amount increased to $54,391.50. Additional $13,710.00 is requested bringing the total contract amount to $68,101.50.

The original completion date was scheduled for July 1, 2015. Time extensions 1 and 2 extended the completion date to August 29, 2016. Time extension is needed for design, permitting, construction oversight, and as-built certifications. The new design completion is scheduled for September 8, 2017 (375 days). Task Order and Purchase Order numbers are: PD#02.03.79.46.14.ENG; PO#131180.

Attached backup documentation ____ page (s).
Time shall be (increased/decreased by 375 calendar days. New completion date is 9/8/2017

	Obligated	Required
Balance of CIP Project	$	$
Funds for Original Construction Contract	$	$
Funds for Construction Change Order # 3	$	$ 13,710.00
Contract PD 02.03.79.46.14.ENG Contractor Hammond Engineering Inc		
Funds for Original Task Order		
Funds for Addendum # __	$	$
Task Order PD _____ Consultant _____	$	$
Funds for Original Work Order		
Funds for Change Order # __ to the Work Order	$	$
Contract PD _____ Contractor _____	$	$
Funds for Contingency	$	$
Funds for Permit Fees	$	$
Funds for Land Purchases	$	$
Funds for Title Work	$	$
Contract PD _____ Contractor _____		
Funds for _____ Contractor: _____	$	$
New Balance of CIP Project	$ -	$ (13,710.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
To:				$

Transfer $

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\Innerarity Point Rd Area Drainage Improvements ENG1840\Funding

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Innerarity Point Road Drainage Improvements
Project Scope & Fee Proposal
Change Order No. 3
$13,710.00
3/21/16

Project Scope

Staff has been directed to revise the scope for the area along the north end of Bob-O-Link Road. The scope includes filling the Bob-O-Link Road right of way north of the intersection with Gorham Road so that the Perdido Key shoreline matches that of the lots to the east and west of the right of way. Additionally, the scope includes filling the ditches along the east right of way of Bob-O-Link and replacing the existing stormwater pipe infrastructure with a new underground stormwater conveyance system.

Topographic surveying has been provided by Escambia County who agrees to provide additional surveying if needed. If needed, we will provide aerial photos of areas to be surveyed.

The following tasks are to be completed by Hammond Engineering, Inc. and its sub-contractors:

TASK 600 Professional Design Services – $13,710.00

601 Environmental Resource Permitting - $750.00

HEI will contract with Wetland Sciences, Inc. to provide environmental resource permitting services. Please see the attached scope for details of their services for this project.

602 Civil Engineering Design Services - $ 6,570.00

HEI will provide construction documents for the demolition and reconstruction of the underground conveyance system detailed in the above scope. We will make plan submittals in compliance with the latest *Summary of Phase Submittals for Escambia County* which will include plan & profiles, cross sections, details, etc. The plans will include a Traffic Control Plan, SWPPP, and required utility adjustments. We will provide conceptual drawings for public meetings and make 60%, 90% and final plan submittals for review by the county. The plans will be submitted in paper and electronic format and will be reproducible to 11"x17" and 24'x36" sheet sizes. We will provide cost estimates at the 60% and 90% plan submittals and a final cost estimate. It is expected that this project

will meet the pricing agreement requirements, therefore typical bid documents and tasks are not included.

603 Public Involvement - $ 1,740.00

HEI will participate in coordinating with the public. We will provide conceptual plans, the current plans and other required information for use in a power point presentation. We will attend and participate in two (2) meetings to present and discuss the project with the residents impacted within the project area.

604 Utility Coordination/Permitting – $2,240.00

We will attend utility coordination meetings and coordinate with all appropriate utilities. Permit fees are included. We will permit the project through the appropriate agencies which should include but not be limited to FDEP/NWFWMD, USCOE and utilities requiring adjustment.

605 Optional Services - $2,410.00

Subsurface Utility Engineering Services - $1,990.00

HEI will contract with Constantine to provide Subsurface Utility services along the east right of way of Bob-O-Link and at the proposed stormwater conveyance system crossing.

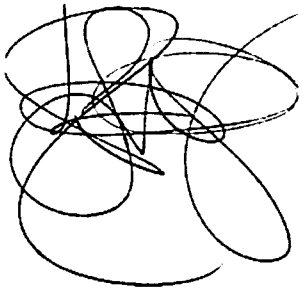
Permit Fees - $420.00

FDEP ERP Application Fee

Deliverables to be provided by HEI will include Cadd files of the construction plans and pdf copies of plans, permits applications, calculations, and correspondence. Should the county request additional services have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE
President

3/24/2016 **Engineering Services for**
Innerarity Pointe Road Area DIP - CO #3

TASK	DURATION
Conceptual Dwg	30 DAYS
Pre-Application Meeting	30 DAYS
Public Hearing	30 DAYS
60% Plan Submittal	30 DAYS
90% Plan Submittal	45 DAYS
Permitting	180 DAYS
100% Plan Submittal	30 DAYS
TOTAL	**375 DAYS**

Hammond Engineering, Inc.

21-Mar-16

Consulting Services for
Innerarity Point Road Area DIP

Fee Schedule

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Prof. Surveyor		Sr. Engineer		Manhours by Task	Task Fee
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate		
TASK 100-PROFESSIONAL DESIGN SERVICES																				
Task 101 - Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 102 - Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 103 - Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 104 - Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
TASK 200 - OPTIONAL SERVICES																				$0.00
TOTALS	0		0		0		0		0		0		0		0		0			
Change Order 1																				$0.00
Task 300																				
Task 301-Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 302-Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 303-Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 304-Limited Construction Administration	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 400 - OPTIONAL SERVICES																				
																				$0.00
																			CO#1	
Change Order 2																				
Task 500																				
Task 501-Design Services	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0.00	$140.00	0	$0.00
Task 502-Public Input	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
Task 503-Permitting	0.00	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	0	$75.00	0	$125.00	0	$140.00	0	$0.00
																				$0.00
																			CO#2	
Change Order 3																				
Task 600																				$0.00
Task 601-Environmental Resource Permitting	0	$30.00	0	$50.00	0	$50.00	0	$145.00	0	$175.00	10	$75.00	0	$75.00	0	$125.00	0.00	$140.00	10	$750.00
Task 602-Civil Engineering Design Services	16	$30.00	60	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	30	$75.00	0	$125.00	6.00	$140.00	112	$6,570.00
Task 603-Public Involvement	4	$30.00	4	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	4	$75.00	0	$125.00	8.00	$140.00	20	$1,740.00
Task 604-Utility Coordination/Permitting	4	$30.00	8	$50.00	0	$50.00	0	$145.00	0	$175.00	0	$75.00	8	$75.00	0	$125.00	8.00	$140.00	28	$2,240.00
Task 605-Optional Services																				$2,410.00
																			CO#3	**$13,710.00**

WETLAND SCIENCES INCORPORATED

March 17, 2016

Thomas G. Hammond, JR, PE
Hammond Engineering, Inc.
3802 North "S" St
Pensacola, Fl 32505

Re: ***Escambia County – Bob O Link***
Environmental Resource Permitting Scope and Quote
WSI Project #2016-141

Dear Mr. Hammond,

As requested, the following letter proposal offers a scope of work and fee estimate for environmental consulting services required to obtain the necessary state and federal permits authorizing the placement of fill in ditch located in between the northern terminus of Bob O Link and the mean high water of Perdido Bay and placement of a rip rap revetment along and landward of the mean high water line of right of way which is riparian to Perdido Bay.

This effort will require some coordination with the Florida Department of Environmental Protection (DEP) and Department of the Army Corps of Engineers (Corps). The following is a summary of each agencies role in this process.

State of Florida – DEP

The proposed activity may be authorized in two forms. The rip rap revetment may qualify for an exemption since there is rip rap revetments/seawalls located along either side of the right of way. The placement of a pipe within the open ditch and construction of an outfall structure may qualify for a noticed general permit. These activities would be addressed in two separate applications.

The application fee for an exempt activity is $100. The application fee for a noticed general permit is $250. If for some reason, DEP does not concur with either the exemption or the noticed general permit request then an Environmental Resource Permit will be required. If so, an ERP application fee is $420.

Federal – Corps

The construction of the rip rap revetment will likely qualify for the Corps Nationwide 13 permit program (Bank Stabilization). The placement of a pipe within the open ditch may quality for either Nationwide 3 (maintenance) or Nationwide 18 (minor discharges). Section 404(e) of the Clean Water Act allows the Corps to issue general permits (referred as Nationwide Permit) to authorize activities that have minimal individual and cumulative adverse environmental effects.

The application submitted to DEP will serve as a Pre-Construction Notification requesting coverage under both Nationwide Permit Programs. This will provide the district engineer with an opportunity to confirm whether or not the proposed activities qualify for NWP authorization. For most NWPs, the district engineer has to respond to a notification within 45-days of a complete PCN. Please understand this timeline is largely dependent on the Corps workload which at the time is extreme. Our experience suggests 4-6 months to obtain verification of coverage under a Nationwide Permit.

If, after reviewing the PCN, the district engineer determines that the proposed activity qualifies for NWP authorization, the district engineer issues an NWP verification letter to the project proponent. The NWP verification may contain special conditions to ensure that the NWP activity results in minimal individual and cumulative effects on the aquatic environment and the Corps public interest review factors

Both the State and Federal requests will need supporting documents such as project narrative & scope of work and civil site plan drawings depicting the proposed activity. It is assumed we will be provided civil site plan drawings depicting the proposed activity by a civil engineer.

TASK – ENVIRONMENTAL SCOPE OF WORK NARRATIVE, EMERGENCY REQUEST, & AGENCY NEGOTITIONS

Wetland Sciences, Inc. will work with the design engineer to prepare scope of work, environmental resource permit applications, and request to verify coverage via Corps Nationwide Permit for the proposed modifications. Wetland Sciences, Inc. will identify impacts to regulated wetlands and listed species.

Wetland Sciences, Inc. will coordinate with both state and federal resource agencies and provide information necessary leading to the issuance of the requisite permits. The following is a breakdown of expected fees.

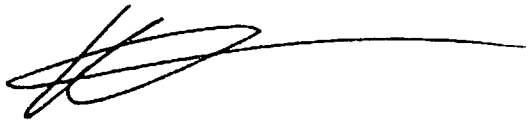
- Wetland Sciences, Inc. consulting fee to prepare ERP application and agency fee leading to the issuance of final permits – lump sum of $750
- DEP ERP Application Fee - $350 (If an ERP permit is required then this fee will be increased to $420).

Total Fees $1,100

This assumes our office will be provided civil site plan drawings prepared by a civil engineer.

This concludes our response. Let me know if you need any additional information.

Respectfully,
Wetland Sciences, Inc.



Keith Johnson
Wetland Sciences, Inc.

3308 Gulf Beach Highway • Pensacola, Florida 32507 • Telephone (850) 453-4700 • keith@wetlandsciences.com

Attachment A—Scope of Services/Compensation for additional Gorham Rd SUE Services located in Pensacola, FL.

Article A. Purpose:

The purpose of this Contract is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for the Subsurface Utility Engineering Services for CLIENT (Hammond Engineering) for a drainage improvement project located in Pensacola, FL. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

- The CONSULTANT agrees to furnish general professional engineering and technical services for the work related to perform Subsurface Utility Engineering (SUE) Services. The scope of services generally includes performing SUE Quality Level "A" services as described in the American Society of Civil Engineers (ASCE) National Consensus Standard entitled *ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data,* for the proposed project. The specific Engineering and Technical Services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT and the Specific Work Tasks are presented below.

Work Task 1. Perform Quality Level "A" SUE Services to Locate Utilities

CONSULTANT shall perform Quality Level "A" SUE services using ground penetrating radar(GPR), electromagnetic locating equipment, hand and vacuum excavation equipment to positive identify, interpret, verify and field mark utilities to the limits available using the locating equipment and the existing information and data in accordance with ASCE Standards.

CONSULTANT shall perform the services described herein, during the hours of 7:00 am and 5:00 pm Monday through Friday.

The Quality Level "A" SUE survey shall include the following scope of services:

Verify horizontal and vertical location of existing buried utilities within the project area, as identified in *"Page 6 from 1-6-16 REV 100%plans_Innerarity Point DIP-Gorham (002).pdf"* using GPR, electromagnetic locating equipment, hand tools, vacuum excavation equipment (soft digging) and existing information and data.

- Marking of the utilities shall include the following:
    - Temporary water-based paint in accordance with ASCE standards.
    - PVC pipe noting depth from top of pipe to top of utility, diameter and type of utility. Marking and backfilling of excavation shall be performed immediately following verification. Offset of identification will be provided and detailed in daily report.
- CONSULTANT shall perform pre and post locate photograph of each work area and maintain digital documentation photos.
- CONSULTANT shall provide, within (3) business, days a written summary of work activity performed for each day. Summary will note verification by CONSULTANT of utilities within the limits of construction previously marked by SSOCOF utility owners. Summary shall identify any marked utilities that could not be verified by CONSULTANT and any unmarked utilizes discovered during SUE investigation of requested area.

CONSULTANT shall not be responsible for the following:

- Traffic control.
- Clearing of easements, right-of-ways and construction equipment in the locate areas requested.
- Pavement removal and restoration.
- Professional surveying.
- Removal of PVC pipe noting findings.
- CONSULTANT will not be responsible for any unmarked assets or damaged to buried assets caused by others.

Article C. Compensation Provisions:

As compensation for providing the Services described in the Scope of Services, CLIENT shall pay CONSULTANT in accordance with the AGREEMENT based on CONSULTANT's Unit Price Rate. The Unit Price shall include Labor, Equipment, Materials, Mobilization and Expenses as presented in Table 1, below.

Table 1—Unit Price Amount Breakdown

Task Number	Work Task Description	Quantity	Unit	Unit Cost	Lump Sum ($)
1	Quality Level "A" SUE Services	1	Day	$1,800.00	$1800.00
2	Project Coordination	2	Hour	$95.00	$190.00
	Total Lump Sum Compensation				$1990.00

The total cost for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the total cost is made without detailed site investigation and includes utilities at depths no greater than 8-feet. Services provided in Task Number 1 include up to 6 utilities per day. If additional effort is required outside the current scope of services, an addendum shall be submitted to CLIENT for approval prior to services being performed. CONSULTANT shall keep CLIENT informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated total, nor is CLIENT obligated to pay CONSULTANT beyond these limits. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed	Upon receipt of signed agreement
Termination of Services	30 days after issuance of notice to proceed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13801 **County Administrator's Report** **11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Florida Commission for the Transportation Disadvantaged, Shirley Conroy Rural Area Capital Grant Application for Capital Assistance to be used by Escambia County for the purchase of two Americans with Disabilities Act of 1990 (ADA) buses, to be used in the service of a Rural Area Pilot disadvantaged service project:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain capital assistance Grant awards made by the Transportation Disadvantaged Commission; and

B. Authorize the Chairman to execute the Resolution, authorizing the County Administrator to sign the Grant Application and Standard Assurances, and authorizing the Mass Transit Director to file the Application.

[Funding: Escambia County is required to provide a 10% match for Shirley Conroy Rural Area Capital Awards ($13,620.82). A Budget Amendment will be required to move $13,620.82 from Fund 104 to Fund 320]

BACKGROUND:

The Escambia County Local Coordinating Board endorsed the grant application on February 27, 2018.

Approval is requested to apply for funding and to purchase two (2) ADA – compliant Ford Transit 3.5L V-6 Eco Boost Engine vehicles with Braun lift. The vehicles will be equipped with two way-radio communication. The vehicles will be the capital equipment used for the proposed pilot project of the North Escambia County Rural Demand Response Service. The proposed project will significantly increase access for rural residents to necessary services within rural Northern Escambia County. Project provides enhanced rural-to-rural on-demand service to government, social & medical services, and grocery shopping. If the grant is awarded, the County will be able to purchase these two vehicles at a cost of $122,587.38 with a local match of $13,620.82 for a grant total of $136,208.20.

BUDGETARY IMPACT:

Escambia County is required to provide a 10% Match for Shirley Conroy Rural Area Capital Awards ($13,620.82). A budget amendment will be required to move $13,620.82 from Fund 104 to Fund 320.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Mass Transit Personnel will coordinate with Florida Commission for the Transportation Disadvantaged to coordinate all implementation requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office Staff will need to Certify two copies of the Resolution for Mass Transit.

Attachments

Application and Resolution

ESCAMBIA COUNTY COMMUNITY TRANSPORTATION COORDINATOR

Florida Commission for the

Transportation Disadvantaged

Shirley Conroy Rural Capital Assistance Grant Application FY 2018-2019

March 28, 2018

Board of County Commissioners • Escambia County, Florida

February 27, 2018

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450

Dear Sir / Ma'am,

Please find contained with this letter, Escambia County's application for the Shirley Conroy Rural Area Capital Assistance Grant.

It is with great anticipation that we submit this application, which would allow us to provide the citizens of Rural Escambia County increased access to medical facilities and other essential services.

Escambia County's Shirley Conroy Rural Capital Assistance Grant Application is scheduled for the March 15th Board of County Commissioners Meeting Agenda. The Agenda item includes the Standard Assurances and the Grant Application Resolution. The Standard Assurances requires the Escambia County Commissioners' approval before signing.

If you have any questions or require further information please do not hesitate to reach out to me (850-595-3221), or Tonya Ellis (850-595-3229) directly.

Sincerely,

Mike Crittenden
Mass Transit Director
Escambia County BOCC

Florida Commission for the Transportation Disadvantaged

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION APPLICATION FORM

1. DATE SUBMITTED: 02/27/18
2. LEGAL NAME OF APPLICANT: Escambia County Board of Commissioners
3. FEDERAL IDENTIFICATION NUMBER: 59-6000598
4. REGISTERED ADDRESS: 1515 W. Fairfield Drive

   CITY AND STATE: Pensacola, Florida ZIP CODE: 32501
5. CONTACT PERSON FOR THIS GRANT: Mike Crittenden
6. PHONE NUMBER:850-595-3221
7. E-MAIL ADDRESS: mcrittenden@myescambia.com
8. PROJECT LOCATION [County(ies)]: Northern Escambia County- Century, Walnut Hill,
9. PROPOSED START DATE: October 1, 2018 ENDING DATE: June 30, 2019

10. I hereby certify that this document has been duly authorized by the governing body of the applicant, and the applicant intends to complete the project, and to comply with any attached assurances if the assistance is awarded.

Jack Brown, County Administrator

TYPED NAME OF AUTHORIZED REPRESENTATIVE AND TITLE

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Witnessed By: _____
Signature: _____
Date: _____

Witnessed By: _____
Signature: _____
Date: _____

11. Local Coordinating Board Approval

I hereby certify that this grant has been reviewed in its entirety by the County Coordinating Board

_____ _____

COORDINATING BOARD CHAIRPERSON'S SIGNATURE DATE

Florida Commission for the Transportation Disadvantaged

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION PROPOSED PROJECT SCOPE

Describe the Capital Equipment Requested:

In 2015, Escambia County Board of Commissioners became the local Community Transportation Coordinator (CTC), began providing American with Disabilities Act (ADA) and demand response paratransit services for local residents as Escambia County Community Transportation- ECCT.

Escambia County is requesting to purchase additional capital equipment in order to initiate a new rural demand response paratransit service pilot program, which will enhance the existing level of service for rural transportation in North Escambia County.

Part of the capital equipment requested in this grant includes two (2) 22'3.7 L Ford Transit gasoline model vehicles, with rear loading wheelchair lift and two wheelchair positions. These vehicles are smaller vehicles than currently used in the CTC fleet, which will be more conducive to parts of the rural community. The town of Century in Northern Escambia County is over 42 miles from the main Escambia County's paratransit dispatching operations facility. In addition to the security cameras listed in the TRIPS capital equipment vehicle package, enhanced vehicle radios are to be added to ensue dispatch communications to the vehicle during demand response service are also part of this grant's capital equipment request. A copy of the draft TRIPS vehicle order form and the radio equipment are attached to this grant.

The capital equipment requested in this grant is vital in implementing the new rural demand response paratransit service pilot program in Northern Escambia County. If the vehicles are not funded through this particular grant, it will significantly affect Escambia County CTC's ability to implement the new rural demand response paratransit service pilot program.

Escambia County is requesting the operational costs for the new rural demand response paratransit service pilot program in its Mobility Enhancement Grant Application. Escambia County is requesting the same capital equipment listed in this grant in the Mobility Enhancement Grant Application as well. If the capital equipment is granted in this grant, Escambia County would not need the same capital equipment in the Mobility Enhancement Grant Application.

Current Need/Type of Service:

Current fixed route and paratransit shuttle services in Northern Escambia County do not address the need for rural- to-rural demand respond transportation for very isolated communities such as Walnut Hill and Davisville. There is a need to provide enhanced demand response service for remote rural area residents by offering rural-to-rural service options thus reducing the need to the extensively long traveling to the urban core for medical services, pharmacies, and grocery shopping.

There has been concerted effort of medical services and other social agencies to open establish remote locations in Century to offer their services to rural residents who have limited or no access transportation in the rural areas of the county. Most of these residents are vulnerable populations of low income, disabled, or senior citizens who desperately need the services offered. Organizations such as the Escambia County Tax Collector, Community Health of Northwest Florida - formerly Escambia County Community

Clinics, and the Council on Aging have existing or recently opened location primarily in Century. Locations to better serve the residents in the rural communities. These organizations provide services that benefit the transportation disadvantaged population - low-income, older adults, and person with disabilities. Many of the isolated rural residents that do not have access to transportation prevents them from utilizing the many essential services offered many the various agencies. Many isolated without transportation residents will contact 911 to be transported by ambulance, as a means of transportation, to the emergency room or hospital for non-emergency medical conditions. The new Community Health of Northwest Florida (Escambia County Community Clinics) recently opened two separate locations- adult primary care and pediatrics and dental. The need to offer medical services the poor and uninsured in the rural areas is critical. The need for enhanced demand response service to our most vulnerable in the rural areas can intensify such things as the recent flu outbreak results and limited access of flu shot availability and to flu-like symptoms medical treatment during the recent flu outbreak.

Escambia County plans to address the very important need of transportation access to medical and essential services within the Century surrounding rural area. Escambia County plans to implement a 12-month rural enhanced demand response pilot project, allowing the transportation disadvantaged eligible population in rural Northern Escambia County to have enhanced transportation services of rural-to rural service with n the isolated rural communities. The enhanced transportation service will have two (2) 22'3.7 L Ford Transit gasoline model vehicles, with rear loading wheelchair lift dedicated to the Northern Escambia County area. The dedicated vehicles will allow for increased flexibility by multi-loading of passengers within the same area and 24-hour reservations for trips such as dialysis, Council on Aging senior meals program, or pick up a prescription at the pharmacy without the lengthy travel to the urban core. Escambia County plans to increase in the number of overall trips provided in the rural communities, as a result of the equipment purchased with this grant. Escambia County will be able to maximize the number or trips at shorter distances using the dedicated demand response vehicles for the rural communities.

Explain Why the Equipment is Needed:

The rural areas of the Escambia County are mainly concentrated in the northern half, while the urbanized area is over 90% and includes portions of the city of Pensacola and other incorporated areas. The vast majority of the Escambia County rural areas is north of Quintette Road. These area communities include the Walnut Hill, McDavid, Bratt, Davisville, Molino, and the town of Century. Long distances traveling to the rural area isolates it from the county's urban and business core. The boundaries of the urban and rural areas of Escambia County are indicated in the Escambia County Functional Classifications Map (Attachment C). The Food Giant grocery in Century, which is on the Florida-Alabama State line, is 26.2 miles from Quintette Road, the southern border of the north Escambia County rural area designation. The Food Giant grocery in Century is 47.3 miles from the Community Maritime Park on Main Street located on the southern coast of Pensacola Bay. Currently, the long distances from the northern rural area to the southern urbanized core impacts access to transportation for many in the rural area. The community residents that would benefit from the grant requested- capital equipment for the new rural demand response paratransit service pilot program residents in the rural areas- Century, Walnut Hill, McDavid, Bratt, Davisville, and Molino.

Many of the low-income, disabled or elderly rural residents are without a vehicle or have available transportation options. Escambia County CTC operates as ECCT for demand response transportation service. Escambia County Area Transit–ECAT is Escambia County's fixed route transit service under the

Mass Transit Department. ECAT's ADA paratransit services are also provided by ECCT. A large portion of demand response and fixed route transportation is located within the urban core. Currently there are isolated portions of the rural communities that lack the population and employment density are not conducive to support extensive fixed route transit service in Northern Escambia County. Currently, ECCT provides limited demand response service to Century and barely any to the places such as Walnut Hill, McDavid, and Bratt. In fact, the need for additional transportation is in the rural area than in the county urban core for essential services for the community, like social and medical services, pharmacies, grocery shopping, and employment.

ECAT's Route 60, ECAT's only fixed route to Century, is a limited commuter route with less than five bus stops in each direction. The distance and costs constraints limit ECAT in providing only one fixed route, Route 60, traveling from ECAT Main Transit Station on Fairfield Drive in the urban core to Molino, with one bus stop, and ultimately ending up at the Century Courthouse, the only stop in Century. The Public Transportation Level of Service Map (Attachment E) shows the portion of Route 60 – Century within the rural area of Escambia County. Route 60 -Century is funded through a combination of FTA 5311 rural funds and local funds. There are only three trips day for Route 60(ECAT to Century) which leave ECAT at 5:20 AM, 11:30 AM, and 6:00 PM each weekday. Extremely long distances and high operational costs are factors in determining the fixed route level of service in the rural area in Northern Escambia County. ECAT Route 60 Century ridership was 6,751 passengers during FY 2016-2017, which is the third lowest among ECAT' s 22 fixed routes. Unfortunately, the Route 60 Century does not provide any stops service to the other rural communities of Walnut Hill, McDavid, Davisville, or Bratt. Most passengers live in Century and travel to the urban core for work, medical appointments and other social services, which are scarce or not available in the rural Northern Escambia County.

ECCT also provides rural weekday paratransit "shuttle service" Monday-Friday for passengers traveling from and to locations with the rural area. The ECCT paratransit shuttle travels three times a day (7:00 AM, 11:30 AM, 4:00 PM) from the rural area directly to the urban core for employment, medical services, pharmacies, and grocery shopping, without the flexibility to travel in the rural North Escambia between two of the designated areas, such as Walnut Hill to Century. In 2017 calendar year, ECCT rural shuttle ridership was a total of 1,982 unduplicated paratransit trips, which are funded through a combination of TD Trip & Equipment, small portion of FTA 5311 rural, and local funds. Most shuttle passengers that utilize the paratransit shuttle service have physicians whose offices are located in the urban core. When passengers make reservations, they are given the set times the shuttles travel to and from Century only. It is over 20.3 miles from Walnut Hill to the newly opened location in Escambia County Health Department Satellite Office in Century compared to the 40 miles to the main Escambia County Health Department. The shuttle service does not primarily address the need for true flexible scheduling in demand response service nor does it travel from rural to rural areas.

There has been concerted effort of medical and other social services to establish remote/satellite locations in Century to offer access to services to residents that reside in the rural areas of the county. Organizations such as the Escambia County Health Department (WIC, Healthy Start, etc.), Community Health (pediatrics & dental), and Council on Aging have opened satellite Century Locations to better serve the residents in the rural communities with the increased growth of the transportation disadvantaged population - low-income, older adults, and person with disabilities.

> *During this period of 2012 to 2015, the TD population increased 5%, from 121,358 in 2012 to 127,453 persons in 2015. The majority of TD trips in in FY 2014 were for older adults (56,092), followed by persons of low-income (21,974) and person with disabilities (21,393).*

Tentatively, Escambia County would provide demand response service to the northwestern rural area (Walnut Hill and Bratt), on Tuesdays and Thursdays. Demand response service to Century, Molino, and McDavid, while the northeastern rural area will be serviced on Mondays, Wednesdays, and Fridays. Demand response service will also provide connection to the Century fixed route for residents that may need to travel to the urban core for shopping, doctor's appointment, and other social services not available in the rural area.

The proposed rural demand response paratransit service pilot program and requested capital equipment would benefit all of the Transportation Disadvantaged in the community. It will significantly increase access to necessary services closer to their immediate rural community instead of residents traveling to services in the urban core, which can take half a day on current demand response services which has dedicated days and times traveling from the rural area only into the urban core for shopping, doctor's appointments, etc. The additional capital equipment would be dedicated for paratransit service strictly in the rural communities offering them 24-hour/next day demand response service. This would free up current CTC vehicles that would solely operate in the urban core where the average trip length is 2- 5 miles, while the average trip length to the rural communities is 40 miles. Certain efficiencies will be attained by increased vehicle availability would be gained, by freeing up more available paratransit vehicles in the urban core as a result of additional capital equipment purchased for the new rural demand response paratransit service. Cost savings in the manner of improved trip scheduling and driver on-time performance will also be gained because the reduction of trips from the urban core to the rural communities that averages 50 minutes each way to pick up just one customer. The dedicated rural demand response services with help better allocate existing funds under the TD trip & equipment grant by increasing the daily funding availability for meeting the need of current TD passengers.

Other innovative anticipated outcomes in the identified rural areas may arise from the success of the rural demand response paratransit service. One such outcome could be increased services available to the rural area. Currently, the Escambia County Health Department has volunteer staff from their other locations to operate the Century location. With more residents having transportation to use their services, a need for increased staff and longer operating hours which ultimately benefits the entire rural community.

Identify Local Match Required and Source for Match:

Current TD Trip & Equipment grant funding currently cover 50% of the paratransit costs which Escambia County funds the remainder of the costs. Currently, Escambia County replaced CTC paratransit vehicles and operates the one Century fixed route utilizing existing limited 5339 and 5307 funding. Escambia County will use a portion of the local dedicated gas tax as local math for this grant. The gas tax is used as local match for all federal and state grants for transit and demand response capital and operational needs for Escambia County .

Describe the Procurement Process and Timeline:

The equipment will be procured through the Florida TRIPS Program. Once the vehicles have been ordered and delivers, Escambia County anticipates initiation of the new rural community shuttles in October 2018.

Project Timeline:

- July 1, 2018 agreement effective
- July 2, 2018 vehicles ordered
- July 2018 created marketing and promotional materials for the projects
- August 2018 begin marketing and outreach effort to rural community and stakeholders
- September 2018 delivery of vehicles
  Operator training for new vehicles
- October 2018 – rural demand response service starts
- May 2019 final invoice to CTD

Due to the Board of County Commissioners Meeting Agenda timeline, Escambia County has placed the Board Recommendation for the Shirley Conroy Grant Application Resolution and Standard Assurances on the agenda for the meeting scheduled March 15, 2018. Once board recommendation is approved, Escambia County will submit it the Transportation Disadvantaged Commission staff for it to be included in the Escambia County Shirley Conroy Rural Capital Assistance Grant Application Packet.

Florida Commission for the Transportation Disadvantaged

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION PROPOSED PROJECT FUNDING

Project Description and Estimated Cost:

- Capital equipment - **Prioritize based on need.**
- If vehicle, specify type of vehicle.
- Include a copy of the TRIPS vehicle order form used to determine price or quote received for other capital equipment to document cost.

1.	2-22' 3.7L Ford Transit Gas Engine with 2 wheelchair positions, rear load wheelchair lifts, securements, Apollo 4-security camera system.	$67,103.00
2.	2-22' 3.7L Ford Transit Gas Engine with 2 wheelchair positions, rear load wheelchair lifts, securements, Apollo 4-security camera system.	$67,103.00
3.	Radio Dispatch System	$2,002.20
4.		$
5.		$
6.		$
	Total Project Cost	$136,208.20

Funding Participation

Transportation Disadvantaged Trust Funds	(90%)	122,587.38
Local Match	(10%) *	13,620.82
Total Project Cost		136,208.20

* If REDI, include 100% of the total project cost on the Transportation Disadvantaged Trust Funds line and "REDI" on the Local Match line.

ATTACHMENTS

A. TRIPS 15-MB-CB Vehicle Order Form Quote
B. Vehicle Radio System Quote
C. Escambia County Functional Classification Map
D. Escambia County Rural Population Map
E. Escambia County Rural Map- Medical Facilities & Transit
F. Key Potential Passenger Destinations/ Trip- Generators
G. Letters of Support
H. CTC Vehicle Inventory
I. Grant Standard Assurances
J. Grant Authorizing Resolution

Revised on 10-4-2017

ORDER FORM

CONTRACT # TRIPS-15-MB-CB

MiniBus with ADA Option

Creative Bus Sales Inc.

AGENCY NAME: Escambia County Board of Commissioners **DATE:** 02/27/18

PURCHASE ORDER NUMBER: TBD

CONTACT PERSON: Tonya Ellis, 850-595-3229, tellis@myescambia.com
(Name, Telephone Number and Email Address)

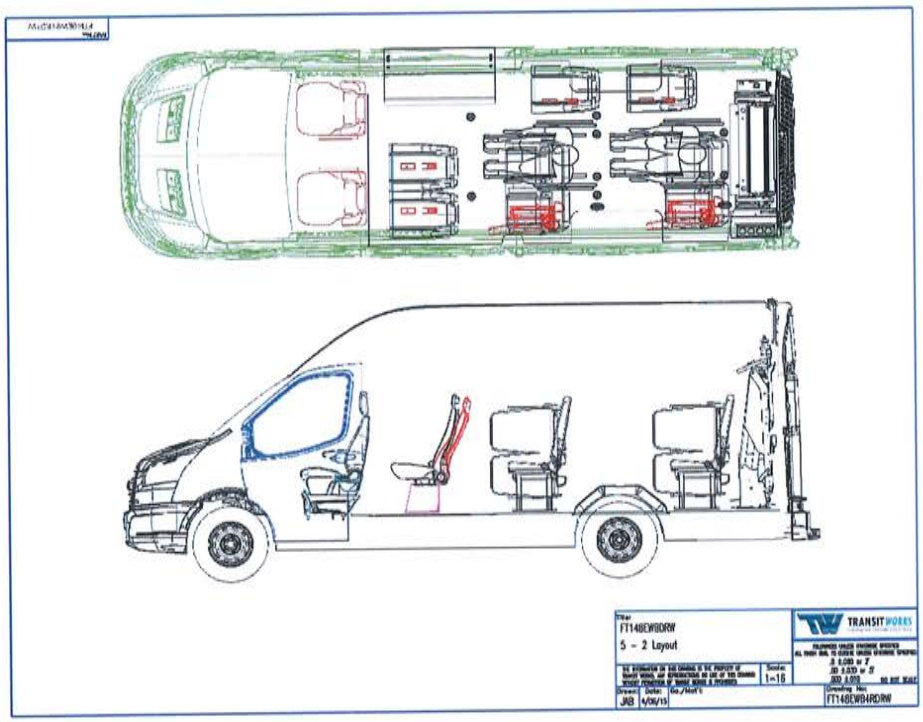
Ford Transit FT148EWBHRDRW

October 2017

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Ford Model FT148EWBHRDRW 10,360 GVWR 22' 3.7L Gas Engine	$54,815	2	$ 109,630
Diesel	$3,138		
3.5L V-6 Eco Boost Engine	$1,628	2	$ 3,256
SEATS			
Base Seats: Freedman GO	$665		
Child Seats: Freedman Caregiver ICS 3 point	$815		
Upgraded AC			
Gasoline Engine Standard In Base	N/C		
Diesel Engine Standard In Base	N/C		
Paint Choices			
White	$0		
Paint Scheme A	$150		
Paint Scheme B	$150		
Paint Scheme C	$150		
Other Options			
Dual Swing Entry Door "DELETE" option	(-$4000)		
Wheelchair lift/ramp Manufacturer: Braun Model:L919 800 lbs Rear Only	$4600		
Wheelchair lift/ramp Manufacturer: Ricon Model: K Series 800 lbs	$4600	2	$ 9,200
2-way radio prep package.	$150	2	$ 300
A 110V power inverter with accessory outlet	$950		
110V Accessory Outlet per Location	$165		
Individual reading lamps	$135		
Fold-away Seat	$1050		

Revised on 10-4-2017

Optional floor covering material	$50		
Securement Devices Manufacturer: Q-Straint Model: QRT MAX Slide N Click	$845		
Q-Straint WC18 QRT Deluxe System	$935	2	$ 1,870
Sidewall Wheelchair Carrier	$275		
Freedman Child Restraint System Latches And Tethers	$60		
Upgraded Seating level 4	$20		
Transit Works Smart Floor Track System	$2300		
Smart Floor Seat Modification per Seat	$140		
Set of 2 LED flashing add on light strips	$296		
Seon Two Camera System	$2,115		
Seon Three Camera System	$3,415		
Seon Four Camera System	$3,715		
REI Two Camera System	$1,750		
REI Three Camera System	$2,255		
REI Four Camera System	$2,535		
Gatekeeper Two Camera System	$2,349		
Gatekeeper Three Camera System	$2,900		
Gatekeeper Four Camera System	$3,250		
Angel Trax 720P Two Camera System	$1,906		
Angel Trax 720P Three Camera System	$2,186		
Angel Trax 720P Four Camera System	$2,466		
Angel Trax 1080P Two Camera System	$2,330		
Angel Trax 1080P Three Camera System	$2,610		
Angel Trax 1080P Four Camera System	$2,890		
Apollo Two Camera System	$3,796		
Apollo Three Camera System	$4,475		
Apollo Four Camera System	$4,975	2	$ 9,950
24/7 system Two Camera System	$2,188		
24/7 system Three Camera System	$2,467		
24/7 system Four Camera System	$2,748		
Additional Camera:			
GRAND TOTAL	$67,103	2	**$ 134,206**


FT148EWB0RW
5 - 2 Layout
TRANSITWORKS
1=16
JAB
FT148EWB4RDRW

CES Team One Communications, Inc.
215 West Herman Street * Pensacola, FL 32505 * Main Number (850) 432-7787

Bill to:
Escambia County Area Transit
1515 W. Fairfield Drive
Pensacola, FL 32501

Ship to:
Escambia County Area Transit
1515 W. Fairfield Drive
Pensacola, FL 32501

Quote Information:
Quote Number: 122002959
Quote Date: 2/21/2018
Account Number: 1124
Sales Rep: Tim Butler (850) 777-0297

Contact Information:
Contact: Ted Woolcock
Phone No: (850) 554-2869
Email: ted_woolcock@co.escambia.fl.us

Description of Quote: **Radio Coverage in North Escambia County**

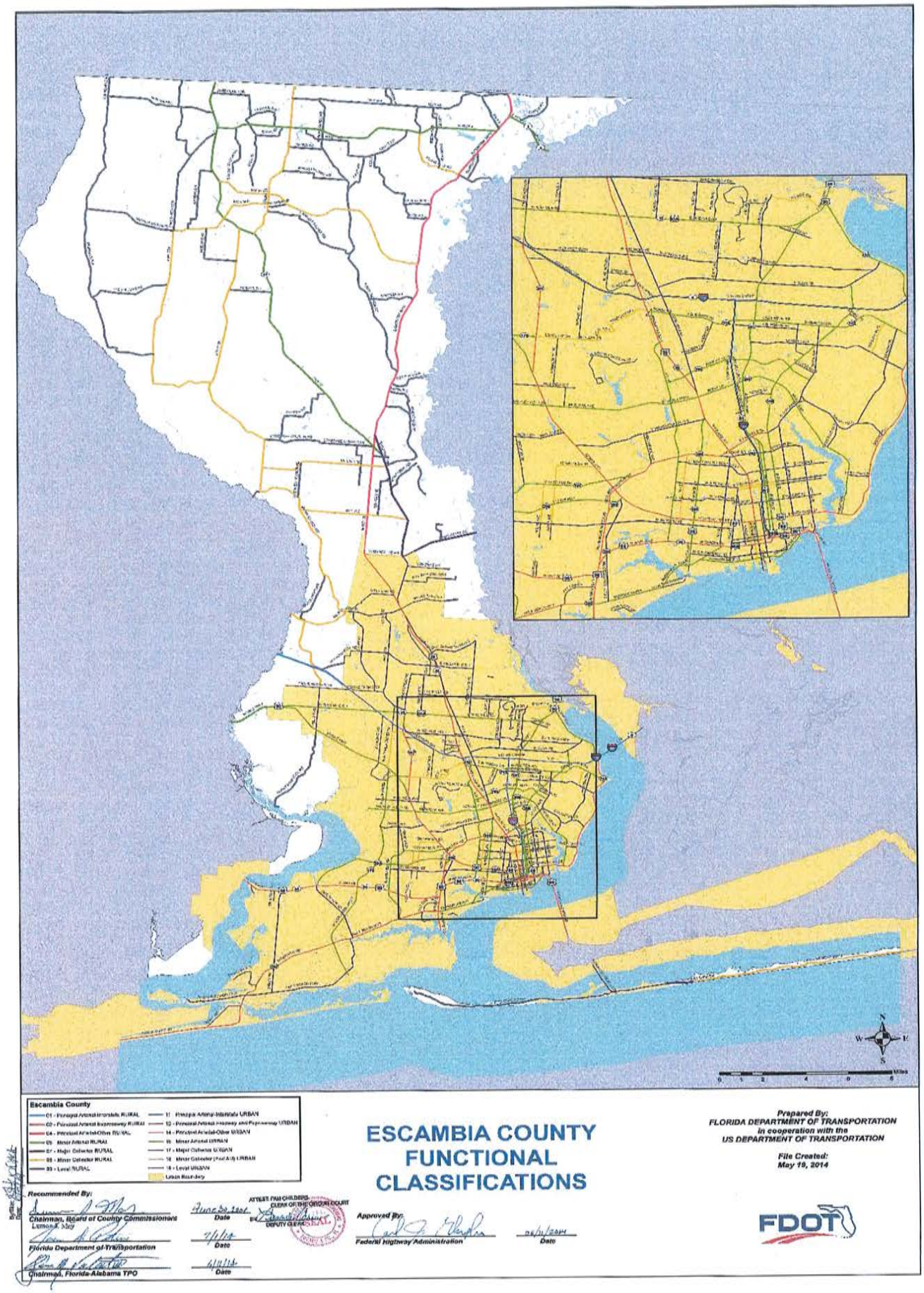
Qty	Model Number	Description	List Price	Your Price	Extended
		Mobile Radios for North End			
2	AAM28TRN9WA1	XPR5500e UHF, 450-512 MHz, 40 Watt	1,005.00	758.00	1,516.00
		Standard Package Includes:			
		- Compact Microphone (RMN5052)			
		- Low Profile Bracket (RLN6469A)			
		- 10 ft Power Cable (HKN4191)			
		- Radio Operation Quick Refernce Cards and			
		- STANDARD 3 YR WARRANTY			
2	EM-MG11006-SP	NMO/GPS COMBINATION MOUNT AND CABLE ASSEMBLY	110.00	88.00	176.00
2		Antenna & Chrome Nut	12.00	9.60	19.20
2	57427	Mini-UHF Male -LMR200	3.75	3.00	6.00
2		Installation	125.00	125.00	250.00
1		Freight	35.00	35.00	35.00
				Total:	**2,002.20**

As an authorized representative of the aforementioned organization, the undersigned agrees to pay service charges at the rate of 1.5% per month (18%) per year on all accounts past due. The undersigned also agrees that in the event that any delinquent account is turned over to a collection agency and/or attorney for collection, that he/she is liable for and will pay, all reasonable costs incurred by CES/Team One Communications, and/or their authorized agents, in the collection of any such delinquent account, including but not limited to payment of reasonable attorney fees and court costs. The undersigned certifies that to the best of his/her knowledge, the above information is true and correct. It is understood and agreed that any checks returned to us for non-payment shall be charged a non-sufficient funds (NSF) check fee, and the maximum allowable interest by law charged from the date of the check. Customer checks returned as NSF will result in the associated account being placed on COD Cash Only basis. There is a 20% restocking fee on all returned items. THIS QUOTE DOES NOT INCLUDE SALES TAX.

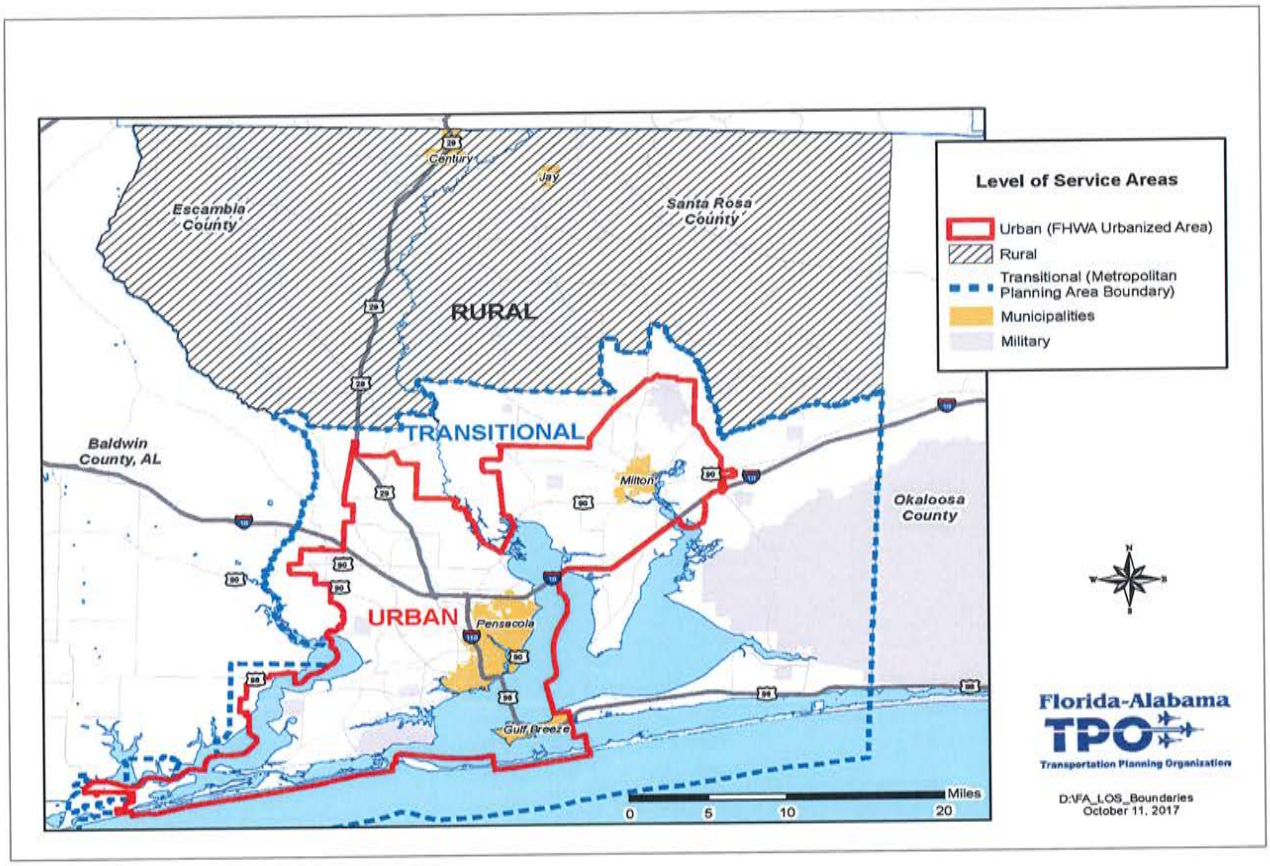
Customer Signature: _____ Date: _____

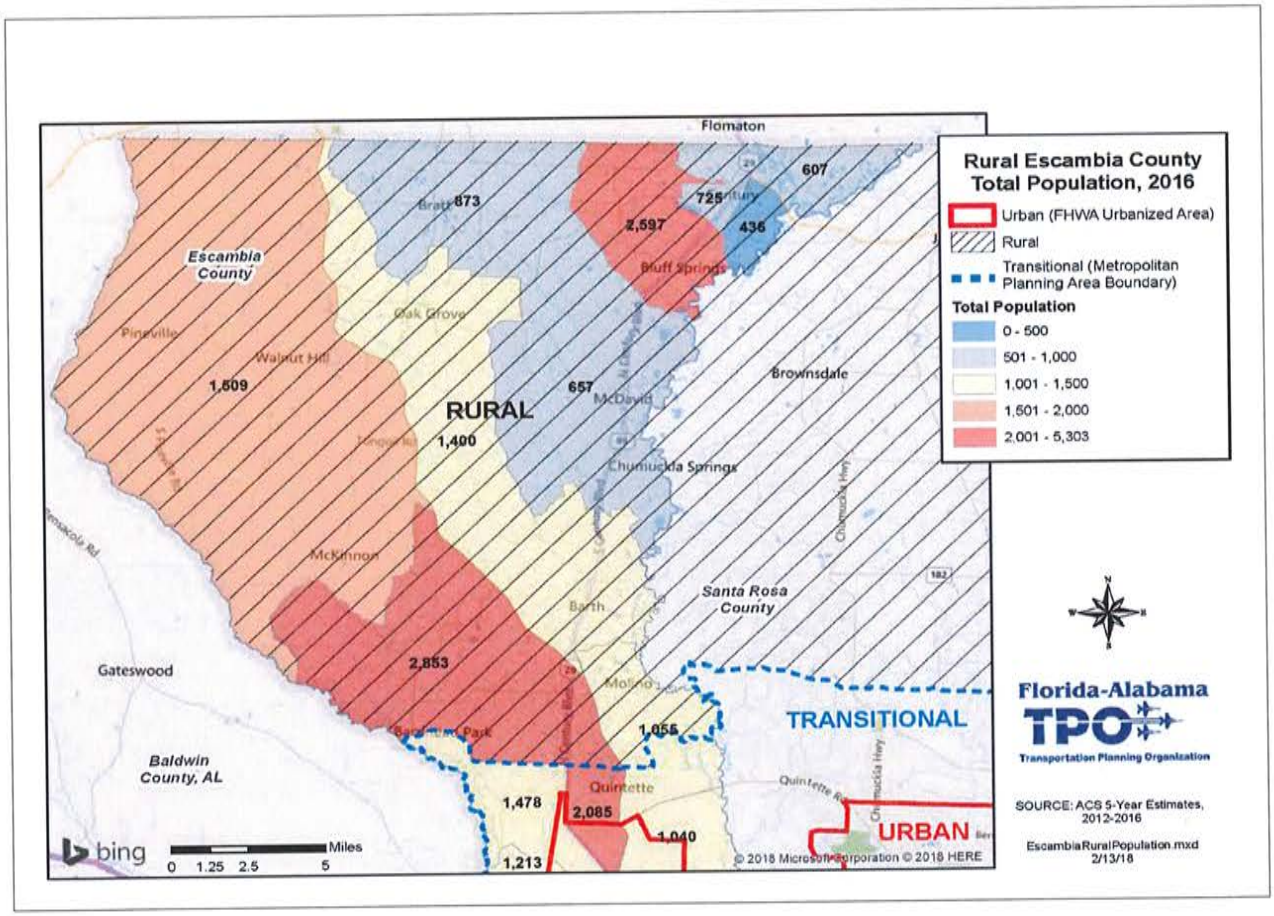
This Quote is Valid for 30 Days

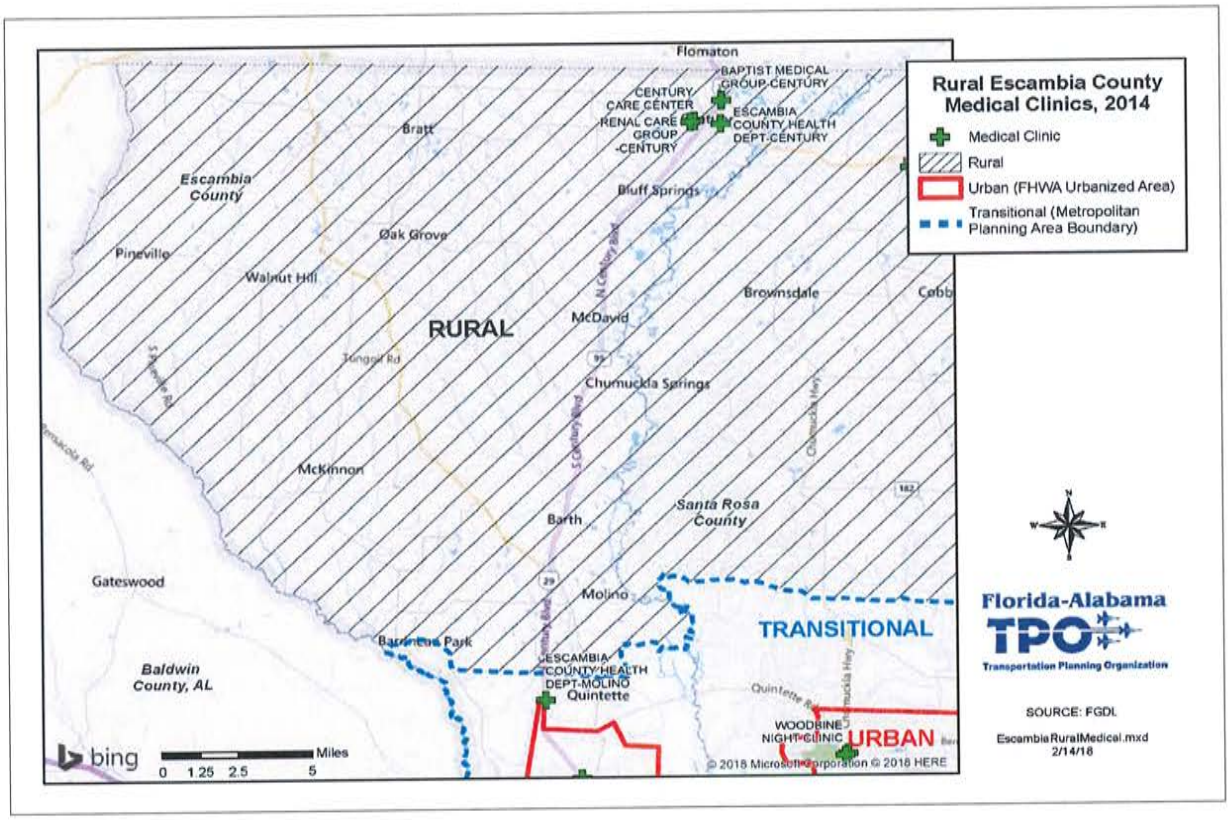
Page 1 of 1


Escambia County
01 - Principal Arterial Interstate RURAL
02 - Principal Arterial Expressway RURAL
04 - Principal Arterial-Other RURAL
06 - Minor Arterial RURAL
07 - Major Collector RURAL
08 - Minor Collector RURAL
09 - Local RURAL
11 - Principal Arterial Interstate URBAN
12 - Principal Arterial Freeway and Expressway URBAN
14 - Principal Arterial-Other URBAN
16 - Minor Arterial URBAN
17 - Major Collector URBAN
18 - Minor Collector (Post A/S) URBAN
19 - Local URBAN
Urban Boundary
ESCAMBIA COUNTY
FUNCTIONAL
CLASSIFICATIONS
Prepared By:
FLORIDA DEPARTMENT OF TRANSPORTATION
in cooperation with the
US DEPARTMENT OF TRANSPORTATION
File Created:
May 19, 2014
Recommended By:
Chairman, Board of County Commissioners
Lumon A. May
Date
Florida Department of Transportation
Date
Chairman, Florida-Alabama TPO
Date
ATTEST PAM CHILDERS
CLERK OF THE CIRCUIT COURT
DEPUTY CLERK
Approved By:
Federal Highway Administration
Date
FDOT

Attachment D






Rural Escambia County Medical Clinics, 2014
Medical Clinic
Rural
Urban (FHWA Urbanized Area)
Transitional (Metropolitan Planning Area Boundary)
Florida
Flomaton
BAPTIST MEDICAL GROUP-CENTURY
CENTURY CARE CENTER
RENAL CARE GROUP -CENTURY
ESCAMBIA COUNTY HEALTH DEPT-CENTURY
Bratt
Escambia County
Bluff Springs
Oak Grove
Pineville
Walnut Hill
RURAL
McDavid
Brownsdale
Cobb
Tongue Rd
Chumuckla Springs
McKinnon
Barth
Santa Rosa County
Gateswood
Molino
TRANSITIONAL
Barrineau Park
ESCAMBIA COUNTY HEALTH DEPT-MOLINO
Quintette
Baldwin County, AL
WOODBINE NIGHT CLINIC
URBAN
bing
0 1.25 2.5 5 Miles
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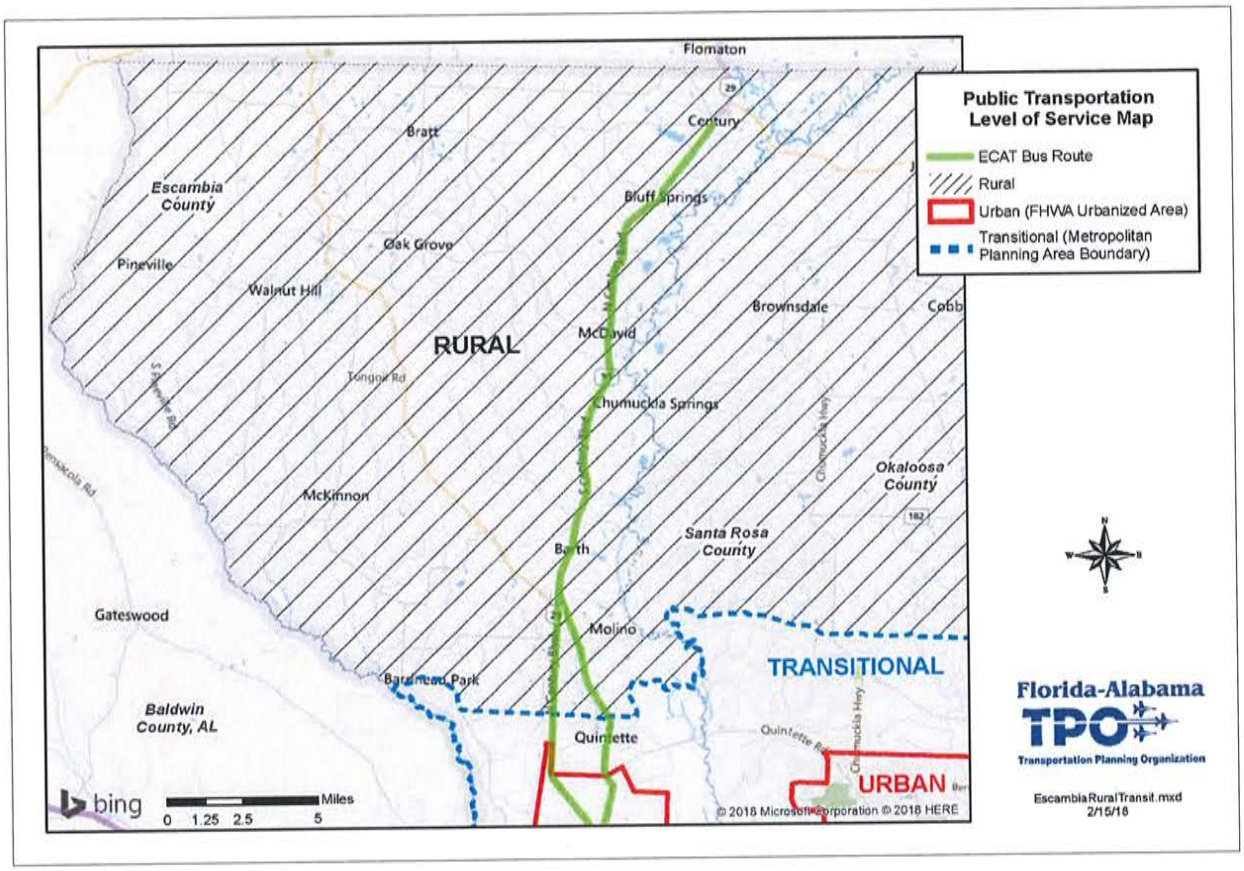
Florida-Alabama TPO
Transportation Planning Organization
SOURCE: FGDL
EscambiaRuralMedical.mxd
2/14/18


Public Transportation Level of Service Map
ECAT Bus Route
Rural
Urban (FHWA Urbanized Area)
Transitional (Metropolitan Planning Area Boundary)
Florida
Flomaton
Century
Bratt
Escambia County
Bluff Springs
Oak Grove
Pineville
Walnut Hill
RURAL
McDavid
Brownsdale
Cobb
Tongue Rd
Chumuckla Springs
McKinnon
Okaloosa County
Barth
Santa Rosa County
Gateswood
Molino
TRANSITIONAL
Barrineau Park
Quintette
Baldwin County, AL
URBAN
bing
0 1.25 2.5 5 Miles
© 2018 Microsoft Corporation © 2018 HERE
Florida-Alabama TPO
Transportation Planning Organization
EscambiaRuralTransit.mxd
2/15/18

Key Destinations and Trip Generators

Attachment F

Government Offices and Other Services

- Council on Aging-West Florida
  - 6025 Industrial Blvd, Century, FL 32535
- Escambia County Clerk-Court,
  Century Courthouse Location
  - 7500 N Century Blvd, Century, FL 32535
- Escambia County Tax Collector Office
  - 6440 County Hwy 95A, Molino, FL 32577
- Molino Community Ctr.- W. FL Public Library
  - 6450-A Highway 95A, Molino, FL 32577

Groceries/Shopping

- Crossroads Grocery
  - 5860 County Rd 99, Century, FL 32535
- Food Giant Grocery
  - 9511 N Century Blvd, Century, FL 32535
- Grocery Advantage
  - 736 US-29, Cantonment, FL 32533
- Hudson Grocery
  - 7241 N Century Blvd, Century, FL 32535
- Piggly Wiggly Grocery
  - 11204 FL-97, Walnut Hill, FL 32568
- Steve's Farm- Grocery & Produce
  - 1201 S Hwy 99, Walnut Hill, FL 32568

Pharmacies

- Century Pharmacy
  - 7531 Mayo St, Century, FL 32535
- CVS Pharmacy
  - 8361 N Century Blvd, Century, FL 32535
- Scott's Pharmacy
  6505 US-29, Molino, FL 32577

Medical Facilities and Physician Offices

- Cantonment Medical Center
  - 748 US-29, Cantonment, FL 32533
- Century Health and Rehabilitation Center
  - 6020 Industrial Blvd, Century, FL 32535
- Century Medical Ctr – Baptist Medical Group
  - 8401 N Century Blvd, Century, FL 32535
- Community Health Clinic,
  Century Pediatrics & Children's Dental
  - 501 Church Street, Century, FL 32535
- Escambia County Health Dep.- Century
  - 501 Church Street, Century, FL 32535
- Fresenius Kidney Care Dialysis – Century Loc.
  - 6001 Industrial Blvd, Century, FL 32535
- Community Health Clinics, Century Adult Primary Care & Lakeview Center Inc.
  - 6021 Industrial Blvd., Century, FL 32535
- Pro Med Healthcare Dental Services Molino
  - 3470 US-29, Cantonment, FL 32533

Attachment G

community health
northwest florida
HealthcareWithinReach.org

February 26, 2018

Tonya Ellis
Transit Division Manager – ECAT
Escambia County Board of County Commissioners
1515 W. Fairfield Drive
Pensacola, FL 32503

Dear Ms. Ellis,

On behalf of Community Health Northwest Florida, formerly Escambia Community Clinics, I fully support your efforts to obtain grant funding through the ***Shirley Conroy Rural Capital Assistance Grant*** to bring much needed rural community shuttle services to the areas of Century, Walnut Hill, McDavid and Molino.

Community Health Northwest Florida is the areas only Federally Qualified Health Center, with a primary service area of Escambia and Santa Rosa Counties. With a twenty-six year history of providing outpatient primary care services to medically needy, uninsured, underinsured and working poor citizens, our organization has grown to be the primary safety-net medical home for thousands of area residents of the two-county area. During late 2016 and 2017, our health center invested significant resources to bring primary care services to residents of Northern Escambia County. We now offer adult and family primary care services, pediatric care, and dental care through our two locations in Century, Florida. During 2017, our Century locations recorded a combined 4,650 patient visits to these two Century locations. Zip codes 32535 (Century), 32568 (Walnut Hill) and 32577 (Molino) represented 1,386 unique individual patients during 2017. Many of these Century patients have multiple chronic diseases which require ongoing management by healthcare providers. Increased transportation services for residents of this area would make a significant impact to help patients get to appointments to receive necessary preventive and acute primary care services.

The funding provided by this grant would greatly benefit both our current and potential primary care patients. Lack of coordinated community public transportation for residents who reside in the rural communities Northern Escambia County has been identified as a consistent barrier to seeking much needed primary medical and dental care. Inadequate transportation services for our low-income patients also contributes to high no show rates, creating delays in timely access to medication and services, negatively impacting the health of those who reside in those communities.

Our organization values the established relationship with ECAT/Escambia County Mass Transit as a valuable community partner and fully supports the application submitted by ECAT/Escambia County Mass Transit Department. I look forward to working with you in the future to meet the needs of our community.

Sincerely,

Chandra Smiley, MSW
Executive Director

Main Office
2315 West Jackson Street,
Pensacola, FL 32505

T 850.912.8880
F 850.912.8779

HealthcareWithinReach.org

COUNCIL ON AGING
OF WEST FLORIDA, INC.
EST. 1972

875 Royce Street/P.O. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

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Santa Rosa School Board District 1
Diane L. Scott, Ph.D.
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Dona Usry
Marie K. Young

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Joe Black
Rosemary Bonifay
John Brick
Kenneth Kelson
Charles H. Overman, III
Malcolm Parker

PRESIDENT/CEO
John B. Clark

February 19, 2018

Ms. Tonya Ellis, Transit Division Manager
Escambia County Board of County Commissioner
1515 West Fairfield Drive
Pensacola, FL 32503

Dear Ms. Ellis:

On behalf of Council on Aging of West Florida, I am very pleased to support Escambia County's application for the Shirley Conroy Rural Capital Assistance and Mobility Grant. Our agency has provided home and community based services for elders in Escambia County and the Century area since 1972. In addition to in-home services, such as meals on wheels and homemaker services, we have also operated a small center and senior dining program in Century. In the Century area (32535) alone there are more than 100 elders receiving services through either state funded general revenue programs, federal Older Americans Act Program or the Florida Medicaid Long Term Care Program.

Whether is it access to Council on Aging's Center for the senior dining program or trips to doctors and shopping, transportation is a challenge facing hundreds of Century citizens of all ages, including elders; especially for those 100 plus elders receiving some type of home and community based services. Council on Aging and others in this community want to increase the mobility needs of our citizens and support infrastructure improvements that enhance the transportation options for the community. This grant would improve transportation services for the most underserved citizens in our community, those who are transportation disadvantaged. It would also serve to increase the access to some services, such as the senior dining program, for elders which have historically been denied access due to lack of transportation.

Again, Council on Aging of West Florida, Inc. strongly supports Escambia County's application for the Shirley Conroy Rural Capital Assistance Grant. We would be most pleased to provide any further information requested in this matter.

Sincerely,

John B. Clark
President/CEO

United Way of Escambia County
United Way of Santa Rosa County
Department of Elder Affairs State of Florida
BBB Accredited Charity
Northwest Florida Area Agency on Aging, Inc.
Corporation for National & Community Service
CFC Combined Federal Campaign Agency No. 16074

Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.

Transportation Disadvantaged

NAME OF CTC: Escambia Board of County Commissioners
Escambia County Community Transportation

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION
CURRENT VEHICLE INVENTORY

	Model Year	Chassis, Make and Model	Vehicle Identification Number (17 Digits)	Maximum Ambulatory/Wheelchair Passenger Seating	Total Seating-including Driver	Average Vehicle Miles Per Year	Current Mileage as of (02/05/18)	Anticipated Retirement Year	Source of Funding
208	2010*	Ford E250	1FTNE24L49DA92601	9 Ambulatory	10	32645	261,160	2016	N/A
209	2014	Chevy 350	1GAZGZFA1E1210656	14 Ambulatory	15	30,848	115,622	2021	5310
210	2014	Chevy 350	1GAZGZFA9E1213093	14 Ambulatory	15	28,046	115,868	2021	5310
211	2014	Dodge Caravan	2C7WDGCGXER478247	3 Ambulatory/1 WC	5	32,715	90,453	2021	5310
212	2014	Dodge Caravan	2C7WDGCG8ER478246	3 Ambulatory/1 WC	5	28,070	98,622	2021	5310
838	2011**	Chevy 4500	1GB6G5BG3B1110765	6 Ambulatory/4 WC	11	33,980	236,048	2018	5310
839	2011**	Chevy 4500	1GB6G5BG7B1110574	6 Ambulatory/4 WC	11	25,420	292,225	2018	5310
840	2011**	Chevy 4500	1GB6G5BG0B1110352	6 Ambulatory/4 WC	11	38,337	274,980	2018	5310
1435	2014	Chevy 3500	1GB3G2CG9E1208624	8 Ambulatory/2 WC	11	54,856	157,510	2021	5310
1436	2014	Chevy 3500	1GB3G2CGOE1208219	8 Ambulatory/2 WC	11	27,222	136,064	2021	5310
1437	2014	Chevy 3500	1GB3G2CG1E1208049	8 Ambulatory/2 WC	11	35,470	135,172	2021	5310
1438	2014	Chevy 3500	1GB3G2CG7E1207651	8 Ambulatory/2 WC	11	32,297	148,301	2021	5310
1439	2014	Chevy 3500	1GB3G2CG7E1208637	8 Ambulatory/2 WC	11	40,539	133,745	2021	5310
1440	2014	Chevy 3500	1GB3G2CG6E1209245	8 Ambulatory/2 WC	11	30,760	144,783	2021	5310
1441	2014	Chevy 3500	1GB3G2CG1E1208679	8 Ambulatory/2 WC	11	41,121	141,978	2021	5310
1442	2014	Chevy 3500	1GB3G2CG0E1207975	8 Ambulatory/2 WC	11	38,455	145,006	2021	5310
1443	2014	Chevy 3500	1GB3G2CG4E1207722	8 Ambulatory/2 WC	11	21,682	140,502	2021	5310
1445	2014	Chevy 3500	1GB3G2CG0E1209404	8 Ambulatory/2 WC	11	29,512	137,394	2021	5310
1446	2014	Chevy 3500	1GB3G2CG3E1209557	8 Ambulatory/2 WC	11	39,473	158,787	2021	5310
1447	2014	Chevy 3500	1GB3G2CG5E1209611	8 Ambulatory/2 WC	11	36,418	128,971	2021	5310
1548	2015	Chevy 3500	1GB3G2CG6F1133009	8 Ambulatory/2 WC	11	55,604	118,525	2022	5310
1549	2015	Chevy 3500	1GB3G2CG4F1134305	8 Ambulatory/2 WC	11	29,330	108,132	2022	5310
1551	2015	Chevy 3500	1GB3G2CG6F1133897	8 Ambulatory/2 WC	11	52,760	155,974	2022	5310
1652	2016	Chevy 4500	1GB6GUBG3G1279427	12 Ambulatory/3 WC	16	30,519	55,033	2023	5310
1653	2016	Chevy 4500	1GB6GUBG6G1279776	12 Ambulatory/3 WC	16	50,258	58,091	2023	5310
1654	2016	Chevy 4500	1GB6GUBG1G1281113	12 Ambulatory/3 WC	16	42,458	54,625	2023	5310

NOTE: Identify the Vehicle(s) that would be replaced with this or other grants by placing * next to the model year.
* - vehicle sent to County Road Camp- followed proper disposal procedures per FTA and County policy
** - replacement vehicles ordered, delivery pending late 2018

Attachment H

Attachment I

Florida Commission for the Transportation Disadvantaged

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION STANDARD ASSURANCES

The recipient hereby assures and certifies that:

1. The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

2. The recipient intends to accomplish all tasks as identified in this grant application.

3. The recipient is aware that the Shirley Conroy Rural Area Capital Assistance Program Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation such as the vendor's invoice preferably reflecting a zero-balance due or a copy of the cancelled check along with the vendor's invoice. If this project consists of a vehicle purchase, the application for title reflecting the Commission as the first lienholder is also required.

4. The recipient is aware that the approved project must be complete by June 30, 2019, which means the equipment must be received by the recipient by that date or reimbursement will not be approved.

5. Transportation Disadvantaged Trust Funds will not be used to supplant or replace existing federal, state, or local government funds.

6. Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 and Chapter 427, Florida Statutes.

This certification is valid for the agreement period for which the grant application is filed.

Signature:_____ Date:_____
Name: Jack Brown
Title: County Administrator
Agency: Escambia County

Service Area: Escambia County

Approved as to form and legal sufficiency.
By/Title:
Date: 3/5/18

Witnessed By: _____
Signature: _____
Date: _____

Witnessed By: _____
Signature: _____
Date: _____

RESOLUTION R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A CAPITAL ASSISTANCE GRANT AWARD FROM THE COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE GRANT APPLICATION AND STANDARD ASSURANCES; DESIGNATING THE COUNTY'S REGISTERED AGENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive a Transportation Disadvantaged Shirley Conroy Rural Area Capital Assistance Grant award and to undertake a transportation disadvantaged service project from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Shirley Conroy Rural Area Capital Grant Agreement with the Florida Commission for the Transportation Disadvantaged to receive an award from the Transportation Disadvantaged Trust Fund.

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

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

Section 2. That the Board of County Commissioners hereby approves the Shirley Conroy Rural Area Capital Grant application and authorizes the County Administrator to execute the Grant Application and Standard Assurances on behalf of the County.

Section 3. That the Board of County Commissioners authorizes the Mass Transit Director to file the Grant Application and all other required documents pertaining to the application.

Section 4. That the Board of County Commissioners hereby designates the County Administrator to serve as the County's registered Agent. The Registered Agent's address shall be as follows: 221 Palafox Place, Suite 420, Pensacola, FL 32502.

Section 5. That this resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/7/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13803 **County Administrator's Report** **11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Florida Commission for the Transportation Disadvantaged, Mobility Enhancement Grant Application for Operating and Capital funding for a Rural Area Pilot disadvantaged service project:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Commission for the Transportation Disadvantaged; and

B. Authorize the Chairman to execute the Resolution, authorizing the County Administrator to sign the Grant Application and Standard Assurances and authorizing the Mass Transit Department Director to file the Application.

BACKGROUND:

Approval is requested to apply for funding and to purchase two (2) ADA – compliant Ford Transit 3.5L V-6 Eco Boost Engine vehicles with Braun lift. The vehicles will be equipped with two way-radio communication. The vehicles will be the capital equipment used for the proposed pilot project of the North Escambia County Rural Demand Response Service. The proposed project will significantly increase access for rural residents to necessary services within rural Northern Escambia County. Project provides enhanced rural-to-rural on-demand service to government, social & medical services, and grocery shopping. Rural demand response service will also connect to ECAT's Century Route 60 traveling to the urban core.

Service Area:

- Service area - Century, Walnut Hill, McDavid, Bratt, Davisville, and Molino.
- Service to key destinations for government, social, and medical services within service area
- Passengers, traveling to urban core can also connect to ECAT Route 60 Century

BUDGETARY IMPACT:

Escambia County is required to provide a 10% Match for Mobility Enhancement Operating and Capital Awards (26,831.04). A budget amendment will be required to move $13,620.82 from Fund 104 to Fund 320 for the Capital Purchase, and $13,210.22 Operating will be budgeted in Operating, both funded with Gas Tax Revenue.

If this application is approved by the CTD, Mass Transit will also require the addition of one full time, and one part time bus operator. Costs for these positions are included in the budget of the application.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Mass Transit Personnel will coordinate with Florida Commission for the Transportation Disadvantaged to coordinate all implementation requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

n/a

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office Staff will need to Certify two copies of the Resolution.

Attachments

Application and Resolution

Florida Commission for the Transportation Disadvantaged

Transportation Disadvantaged
Mobility Enhancement Grant Application

Legal Name of Applicant	Escambia County Board of Commissioners		
Federal Employer Identification Number	59-6000598		
Registered Address	1515 W. Fairfield Drive		
City and State	Pensacola, Florida	Zip Code	32501
Contact Person for this Grant	Mike Crittenden	Phone Number	850-595-3221
E-Mail Address *[Required]*	mcrittenden@myescambia.com		
Project Location *[County(ies)]*	Northern Escambia County	Proposed Project Start Date	10/01/18

Fiscal Year Budget Allocation	
Grant Amount – State Allocation [90%]	**$241,479.36**
Grant Amount – Local Match [10%]	**$26,831.04**
Total Project Amount	***$ 268,310.40**

As the authorized Grant Recipient Representative, I hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

Jack Brown, County Administrator

_____ _____

Signature of Grant Recipient Representative ***Date***

Witnessed By: _____
Signature: _____
Date: _____

Witnessed By: _____
Signature: _____
Date: _____

Florida Commission for the Transportation Disadvantaged

MOBILITY ENHANCEMENT GRANT
PROJECT SCOPE

Project Description:

Escambia County, like many Florida counties, has a unique mix of geography and demographics. The urban area is mainly concentrated in along the coast and the southern half of the county, which includes the city of Pensacola and other parts of the unincorporated area. The vast majority of the Escambia County rural areas is north of Quintette Road. These area communities include the Walnut Hill, McDavid, Bratt, Davisville, Molino, and the town of Century. Long distances traveling to the rural area isolates it from the county's urban and business core. The boundaries of the urban and rural areas of Escambia County are indicated in the Escambia County Functional Classifications Map (Attachment C). The Food Giant grocery in Century, which is on the Florida-Alabama State line, is 26.2 miles from Quintette Road, the southern border of the north Escambia County rural area designation. The Food Giant grocery in Century is 47.3 miles from the Community Maritime Park on Main Street located on the southern coast of Pensacola Bay. Currently, the long distances from the northern rural area to the southern urbanized core impacts access to transportation for many in the rural area.

Escambia County Board of Commissioners is the local Community Transportation Coordinator (CTC) for Escambia County which provides American with Disabilities Act (ADA) and demand response services for local residents as Escambia County Community Transportation- ECCT. Escambia County has identified a need for newly expanded rural demand response service pilot project for the residents in the rural areas- Century, Walnut Hill, McDavid, Bratt, Davisville, and Molino providing access to medical services, pharmacies and grocery shopping specifically within Northern Escambia County.

Many of the low-income, disabled or elderly rural residents are without a vehicle or have available transportation options. Escambia County CTC operates as ECCT for demand response transportation service. Escambia County Area Transit–ECAT is Escambia County's fixed route transit service under the Mass Transit Department. ECAT's ADA paratransit services are also provided by ECCT. A large portion of demand response and fixed route transportation is located within the urban core. Currently there are isolated portions of the rural communities that lack the population and employment density are not conducive to support extensive fixed route transit service in Northern Escambia County. Currently, ECCT provides limited demand response service to Century and barely any to the places such as Walnut Hill, McDavid, and Bratt. In fact, the need for additional transportation is in the rural area than in the county urban core for essential services for the community, like social and medical services, pharmacies, grocery shopping, and employment.

ECAT's Route 60, ECAT's only fixed route to Century, is a limited commuter route with less than five bus stops in each direction. The distance and costs constraints limit ECAT in providing only one fixed route, Route 60, traveling from ECAT Main Transit Station on Fairfield Drive in the urban core to Molino, with one bus stop, and ultimately ending up at the Century Courthouse, the only stop in Century. The Public Transportation Level of Service Map (Attachment E) shows the portion of Route 60 – Century within the rural area of Escambia County. Route 60 -Century is funded through a combination of FTA 5311 rural funds and local funds. There are only three trips day for Route 60(ECAT to Century) which leave ECAT at

5:20 AM, 11:30 AM, and 6:00 PM each weekday. Extremely long distances and high operational costs are factors in determining the fixed route level of service in the rural area in Northern Escambia County. ECAT Route 60 Century ridership was 6,751 passengers during FY 2016-2017, which is the third lowest among ECAT' s 22 fixed routes. Unfortunately, the Route 60 Century does not provide any stops service to the other rural communities of Walnut Hill, McDavid, Davisville, or Bratt. Most passengers live in Century and travel to the urban core for work, medical appointments and other social services, which are scarce or not available in the rural Northern Escambia County.

ECCT also provides rural weekday paratransit "shuttle service" Monday-Friday for passengers traveling from and to locations with the rural area. The ECCT paratransit shuttle travels three times a day (7:00 AM, 11:30 AM, 4:00 PM) from the rural area directly to the urban core for employment, medical services, pharmacies, and grocery shopping, without the flexibility to travel in the rural North Escambia between two of the designated areas, such as Walnut Hill to Century. In 2017 calendar year, ECCT rural shuttle ridership was a total of 1,982 unduplicated paratransit trips, which are funded through a combination of TD Trip & Equipment, small portion of FTA 5311 rural, and local funds. Most shuttle passengers that utilize the paratransit shuttle service have physicians whose offices are located in the urban core. When passengers make reservations, they are given the set times the shuttles travel to and from Century only. The shuttle service does not primarily address the need for true flexible scheduling in demand response service nor does it travel from rural to rural areas.

Proposed project could not be completed using Trip & Equipment grant funds, because the current Trips and Equipment funding already does not meet the current demand for TD Trips. Also, the proposed project was not included in the Rate Model preparations.

Escambia County will use the following performance measures to monitor if the rural demand response pilot project is addressing the need as identified. The performance measures will be reviewed monthly and any minor necessary service changes will be made accordingly. These performance measures are consistent with performance measures reported for the Annual Operating Report.

- Number of Passenger Trips
- On-time Performance
- Number of Vehicle Miles
- Customer Satisfaction- number of complaints and compliments
- Random monthly passenger surveys, conducted via phone and postcard

Once the funding is no longer available, Escambia County expects to continue the project utilizing funding from multiple sources, by applying for additional funding through 5311. Local match from Gas Tax Revenues, and Trip and Equipment grant funds.

Current Need/Type of Service:

Current fixed route and paratransit shuttle services in Northern Escambia County do not address the need for rural- to-rural demand respond transportation for very isolated communities such as Walnut Hill and Davisville. There is a need to provide enhanced demand response service for remote rural area

residents by offering rural-to-rural service options thus reducing the need to the extensively long traveling to the urban core for medical services, pharmacies, and grocery shopping.

There has been concerted effort of medical services and other social agencies to open establish remote locations in Century to offer their services to rural residents who have limited or no access to transportation in the rural areas of the county. Most of these residents are vulnerable populations of low income, disabled, or senior citizens who desperately need the services offered. Organizations such as the Escambia County Tax Collector, Community Health of Northwest Florida - formerly Escambia County Community Clinics, and the Council on Aging have existing or recently opened location primarily in Century. Locations to better serve the residents in the rural communities. These organizations provide services that benefit the transportation disadvantaged population - low-income, older adults, and person with disabilities. Many of the isolated rural residents that do not have access to transportation prevents them from utilizing the many essential services offered many the various agencies. Many isolated without transportation residents will contact 911 to be transported by ambulance, as a means of transportation, to the emergency room or hospital for non-emergency medical conditions. The new Community Health of Northwest Florida (Escambia County Community Clinics) recently opened two separate locations- adult primary care and pediatrics and dental. The need to offer medical services the poor and uninsured in the rural areas is critical. The need for enhanced demand response service to our most vulnerable in the rural areas can intensify such things as the recent flu outbreak results and limited access of flu shot availability and to flu-like symptoms medical treatment during the recent flu outbreak.

Escambia County plans to address the very important need of transportation access to medical and essential services within the Century surrounding rural area. Escambia County plans to implement a 12-month rural enhanced demand response pilot project, allowing the transportation disadvantaged eligible population in rural Northern Escambia County to have enhanced transportation services of rural-to rural service with n the isolated rural communities. The enhanced transportation service will have two (2) 22'3.7 L Ford Transit gasoline model vehicles, with rear loading wheelchair lift dedicated to the Northern Escambia County area. The dedicated vehicles will allow for increased flexibility by multi-loading of passengers within the same area and 24-hour reservations for trips such as dialysis, Council on aging senior meals program, or pick up a prescription at the pharmacy without the lengthy travel to the urban core. Escambia County plans to increase in the number of overall trips provided in the rural communities, as a result of the equipment purchased with this grant. Escambia County will be able to maximize the number or trips at shorter distances using the dedicated demand response vehicles for the rural communities.

Service Area:

Service area for the pilot rural demand response is Century, Walnut Hill, McDavid, Bratt, Davisville, and Molino. Services will also be provided to the following key destinations located in rural Northern Escambia (Attachment F). Passengers, that would like to travel to the urban core for specific appointments or employment, can also request to connect to the Route 60 Century fixed route bus service by getting on at a designated bus stop.

Days/Hours of Service:

The pilot demand response service would initially run Monday through Friday from, 7:00 AM to

6:00 PM. Escambia County would provide demand response service for the rural area of Northwestern Escambia (Walnut Hill, Davisville, and Bratt), on Tuesdays and Thursdays. Demand response service for the rural area of Northeastern Escambia (Century, Molino, and McDavid) on Mondays, Wednesdays, and Fridays. Service will not run on county designated holidays.

Accessing Service:

Potential passengers must complete a TD Eligibility Application form, which will have a section added for the new rural demand response pilot program. This information will also be available on our county website and will copies for our community partners. Once approved, Transportation Disadvantaged eligible passengers can call at least 24-hours in advance to request a trip. All reservations can be made during the hours of 8:00 AM to 4:30 PM Monday thru Friday, excluding county recognized holidays. An answering machine will take calls after 4:30 PM for cancellations only. Trips will not be scheduled from the answering machine. Trips will be provided on an availability basis. Passenger Trip price will be $2.50, consistent with the current rate for Transportation disadvantaged passengers.

Advertising/Marketing:

Escambia County with the assistance of the West Florida Regional Planning Council and the Escambia County Transportation Disadvantaged Coordinating Board will promote the rural demand response service pilot project to Transportation Disadvantaged eligible riders in north Escambia County. County staff will also promote and provide outreach for the rural demand respond pilot project to key stakeholders and agencies that offer services. (See attached list of stakeholders and key trip destinations). Advertising and innovative marketing strategies will also be developed and implemented, as necessary.

Capital Need:

Escambia County will need two (2) 22'3.7 L Ford Transit gasoline model vehicles, with rear loading wheelchair lift and two wheelchair positions to provide the rural demand response service. These vehicles are smaller vehicles than the majority of the CTC fleet, which will be more conducive to terrain in certain parts of the rural community. The smaller vehicles are also more fuel efficient as well. The town of Century in Northern Escambia County is over 42 miles from the main Escambia County's paratransit dispatching operations facility.

In addition to the security cameras listed in the TRIPS capital equipment vehicle package, enhanced vehicle radios are to be added to ensue dispatch communications to the vehicle during on-demand service are also part of this grant's capital equipment request. A copy of the draft TRIPS vehicle order form and the radio equipment are attached to this grant. Escambia County is requesting the same capital equipment listed in this grant in the Shirley Conroy Capital Assistance Grant Application as well. If the capital equipment is granted in this grant, Escambia County would not need the same capital equipment in the Shirley Conroy Capital Assistance Grant Application.

Project Timeframe:

Rural Demand Response Pilot Project Timeline:

- July 1, 2018 agreement effective

- July 2, 2018 vehicles ordered
- July 2018 created marketing and promotional materials for the projects
- August 2018 begin marketing and outreach effort to rural community and stakeholders
- September 2018 delivery of vehicles
  Operator training for new vehicles
- October 2018 – rural demand response service starts
- May 2019 final invoice to CTD

Project Performance Measures:

Escambia County will use the following performance measures to monitor if the rural demand response pilot project is addressing the need as identified. The performance measures will be reviewed monthly and any minor necessary service changes will be made accordingly. These performance measures are consistent with performance measures reported for the Annual Operating Report.

- Number of Passenger Trips – 100 % actual count using Route Match software
- On-time Performance – Route Match software
- Number of Vehicle Miles – 100 % actual using Route Match software
- Customer Satisfaction- number of complaints – Survey Results

Additional Project Information:

Due to the Board of County Commissioners Meeting Agenda timeline, Escambia County has placed the Board Recommendation for the Shirley Conroy Grant Application Resolution and Standard Assurances on the agenda for the meeting scheduled March 15, 2018. Once board recommendation is approved, Escambia County will submit it the Transportation Disadvantaged Commission staff for it to be included in the Escambia County Shirley Conroy Rural Capital Assistance Grant Application Packet.

Project Funding:

Reimbursement for Operating expenses will be invoiced to the CTD monthly, based on an hourly rate. Escambia County expects to operate this pilot 11 hours per day, 5 days per week for a total of 2,860 hours. Reimbursement will be $41.78 per hour. The proposed budget is based on the expectation of the project operating 2,860 hours and travelling an estimated 85,800 miles.

Estimated Annual Operating Expenses	
Driver Cost (Including Fringes)	$ 78,135.20
Fuel	$ 21,450.00
Communication	$ 1,500.00
Insurance	$ 4,000.00

Maintenance	$ 5,000.00	
Administrative Cost	$ 22,017.00	
Total Operating Costs	$ 132,102.20	
Less 10% Local Match	$ (13,210.22)	
Operating Request	$ 118,891.98	
Capital Expenses		
2 x Ford Transit 3.5L V-6 Eco Boost Engine with Braun lift		$ 134,206.00
2 Two way Radios		$ 2,002.20
Less 10 % Local Match	$ (13,620.82)	
Capital Request	$ 120,585.18	

ATTACHMENTS

A. TRIPS 15-MB-CB Vehicle Order Form Quote
B. Vehicle Radio System Quote
C. Escambia County Functional Classification Map
D. Escambia County Rural Population Map
E. Escambia County Rural Map- Medical Facilities & Transit
F. Key Potential Passenger Destinations/ Trip- Generators
G. Letters of Support
H. CTC Vehicle Inventory
I. Grant Standard Assurances
J. Grant Authorizing Resolution

Florida Department of Transportation
Public Transit Office — **Order Packet**

Revised on 10-4-2017

ORDER FORM

CONTRACT # TRIPS-15-MB-CB

MiniBus with ADA Option

Creative Bus Sales Inc.

AGENCY NAME: Escambia County Board of Commissioners **DATE:** 02/27/18

PURCHASE ORDER NUMBER: TBD

CONTACT PERSON: Tonya Ellis, 850-595-3229, tellis@myescambia.com
(Name, Telephone Number and Email Address)

Ford Transit FT148EWBHRDRW

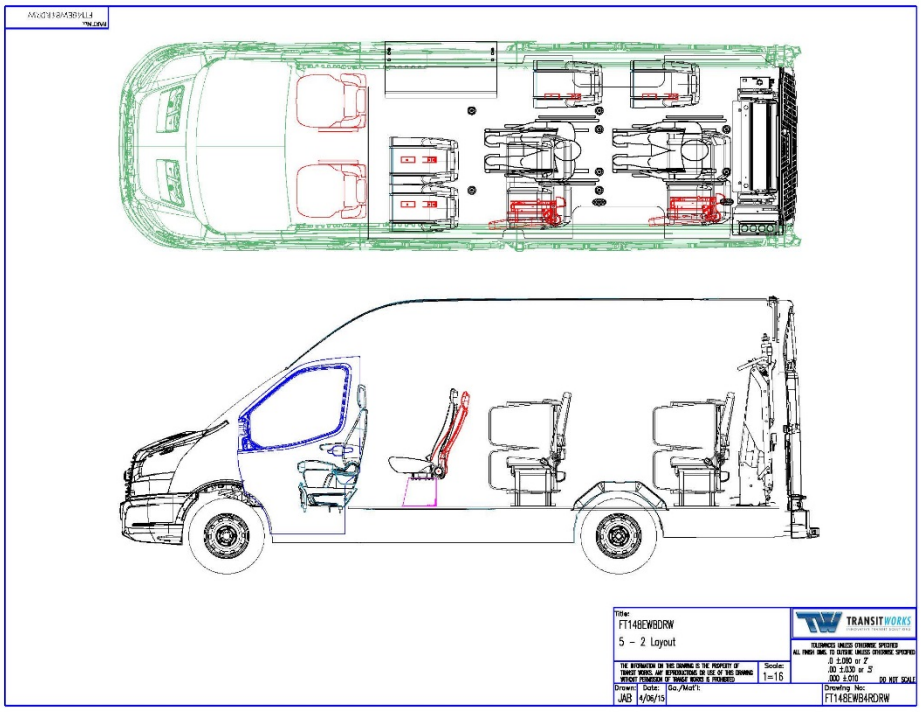
October 2017

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Ford Model FT148EWBHRDRW 10,360 GVWR 22' 3.7L Gas Engine	$54,815	2	$ 109,630
Diesel	$3,138		
3.5L V-6 Eco Boost Engine	$1,628	2	$ 3,256
SEATS			
Base Seats: Freedman GO	$665		
Child Seats: Freedman Caregiver ICS 3 point	$815		
Upgraded AC			
Gasoline Engine Standard In Base	N/C		
Diesel Engine Standard In Base	N/C		
Paint Choices			
White	$0		
Paint Scheme A	$150		
Paint Scheme B	$150		
Paint Scheme C	$150		
Other Options			
Dual Swing Entry Door "DELETE" option	(-$4000)		
Wheelchair lift/ramp Manufacturer: Braun Model:L919 800 lbs Rear Only	$4600	2	$ 9,200
Wheelchair lift/ramp Manufacturer: Ricon Model: K Series 800 lbs	$4600		
2-way radio prep package.	$150	2	$ 300
A 110V power inverter with accessory outlet	$950		
110V Accessory Outlet per Location	$165		
Individual reading lamps	$135		
Fold-away Seat	$1050		

TRIPS-15-MB-CB **December 2015**

Revised on 10-4-2017

Optional floor covering material	$50		
Securement Devices Manufacturer: Q-Straint Model: QRT MAX Slide N Click	$845		
Q-Straint WC18 QRT Deluxe System	$935	2	$ 1,870
Sidewall Wheelchair Carrier	$275		
Freedman Child Restraint System Latches And Tethers	$60		
Upgraded Seating level 4	$20		
Transit Works Smart Floor Track System	$2300		
Smart Floor Seat Modification per Seat	$140		
Set of 2 LED flashing add on light strips	$296		
Seon Two Camera System	$2,115		
Seon Three Camera System	$3,415		
Seon Four Camera System	$3,715		
REI Two Camera System	$1,750		
REI Three Camera System	$2,255		
REI Four Camera System	$2,535		
Gatekeeper Two Camera System	$2,349		
Gatekeeper Three Camera System	$2,900		
Gatekeeper Four Camera System	$3,250		
Angel Trax 720P Two Camera System	$1,906		
Angel Trax 720P Three Camera System	$2,186		
Angel Trax 720P Four Camera System	$2,466		
Angel Trax 1080P Two Camera System	$2,330		
Angel Trax 1080P Three Camera System	$2,610		
Angel Trax 1080P Four Camera System	$2,890		
Apollo Two Camera System	$3,796		
Apollo Three Camera System	$4,475		
Apollo Four Camera System	$4,975	2	$ 9,950
24/7 system Two Camera System	$2,188		
24/7 system Three Camera System	$2,467		
24/7 system Four Camera System	$2,748		
Additional Camera:			
GRAND TOTAL	$67,103	2	**$ 134,206**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Scale:
1=16
Drawn:
JAB
Date:
4/06/19
Dwg./Mat'l:
Drawing No:
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54437

CES Team One Communications, Inc.
215 West Herman Street * Pensacola, FL 32505 * Main Number (850) 432-7787

Bill to:
Escambia County Area Transit
1515 W. Fairfield Drive
Pensacola, FL 32501

Ship to:
Escambia County Area Transit
1515 W. Fairfield Drive
Pensacola, FL 32501

Quote Information:
Quote Number: 122002959
Quote Date: 2/21/2018
Account Number: 1124
Sales Rep: Tim Butler (850) 777-0297

Contact Information:
Contact: Ted Woolcock
Phone No: (850) 554-2869
Email: ted_woolcock@co.escambia.fl.us

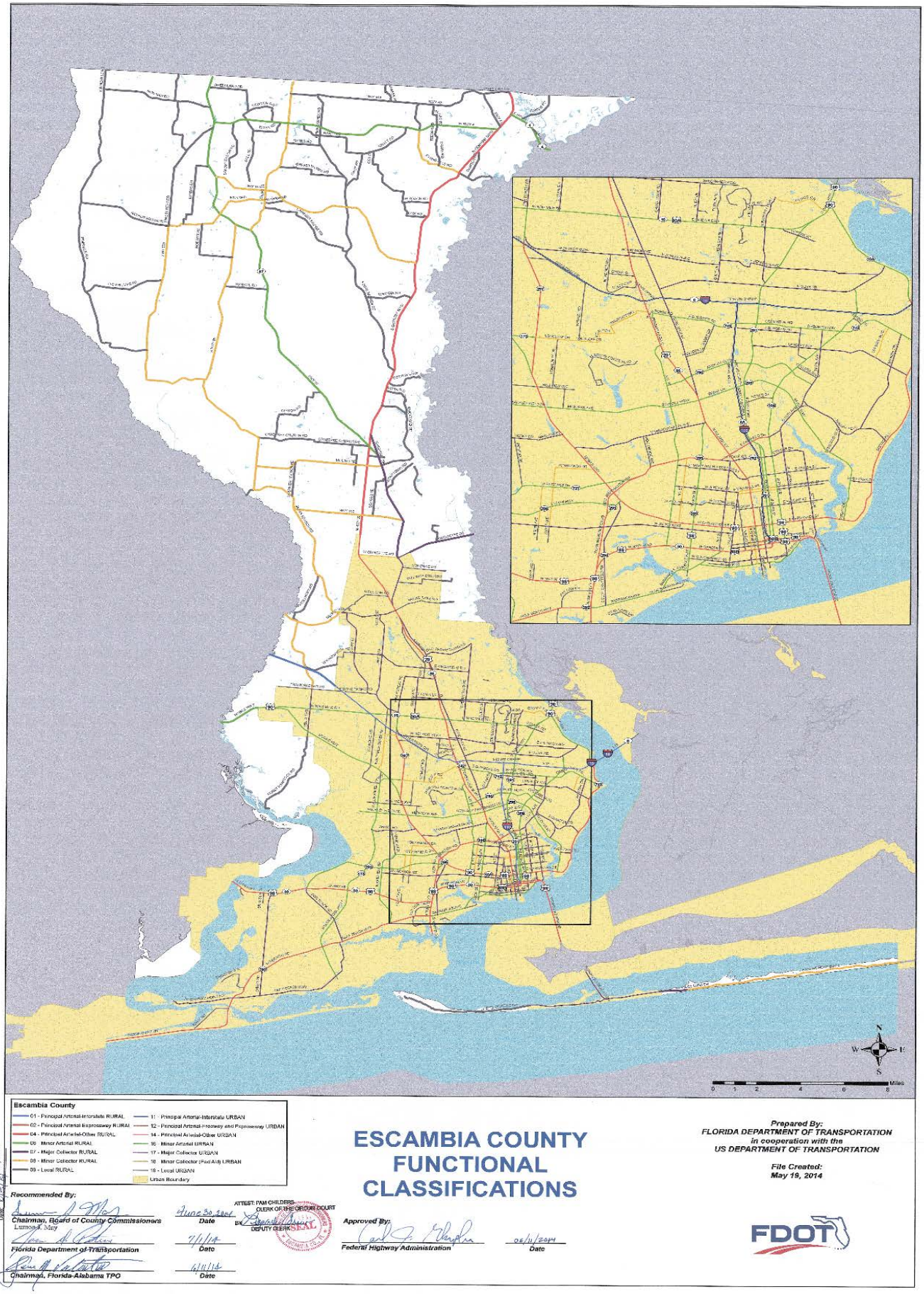
Description of Quote: **Radio Coverage in North Escambia County**

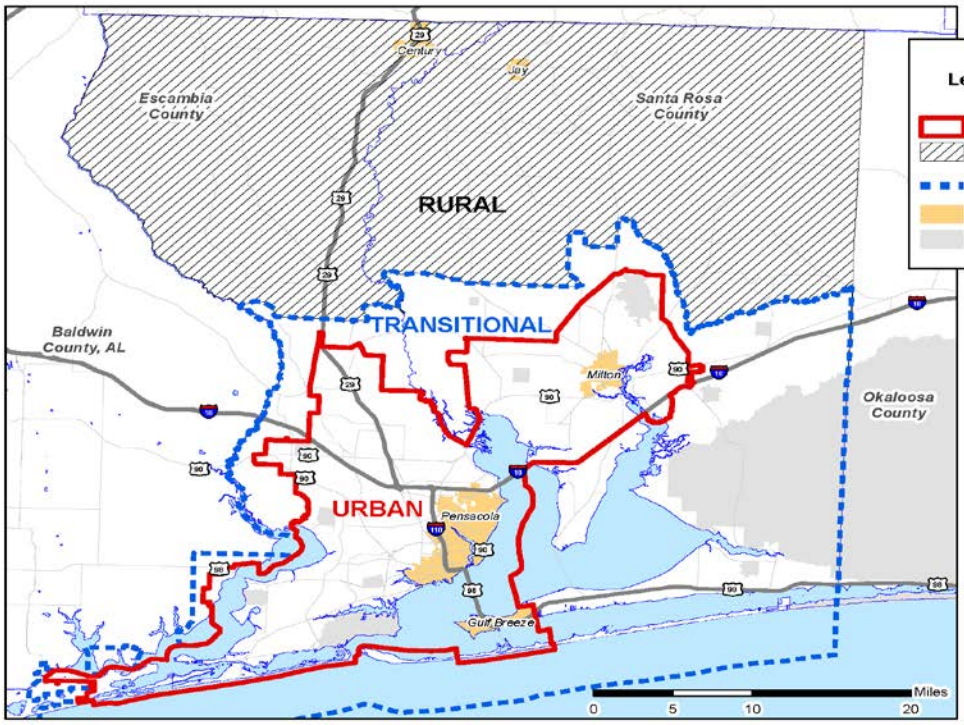
Qty	Model Number	Description	List Price	Your Price	Extended
		Mobile Radios for North End			
2	AAM28TRN9WA1	XPR5500e UHF, 450-512 MHz, 40 Watt *Standard Package Includes:* *- Compact Microphone (RMN5052)* *- Low Profile Bracket (RLN6469A)* *- 10 ft Power Cable (HKN4191)* *- Radio Operation Quick Refernce Cards and* *- STANDARD 3 YR WARRANTY*	1,005.00	758.00	1,516.00
2	EM-MG11006-SP	NMO/GPS COMBINATION MOUNT AND CABLE ASSEMBLY	110.00	88.00	176.00
2		Antenna & Chrome Nut	12.00	9.60	19.20
2	57427	Mini-UHF Male -LMR200	3.75	3.00	6.00
2		Installation	125.00	125.00	250.00
1		Freight	35.00	35.00	35.00
				Total:	**2,002.20**

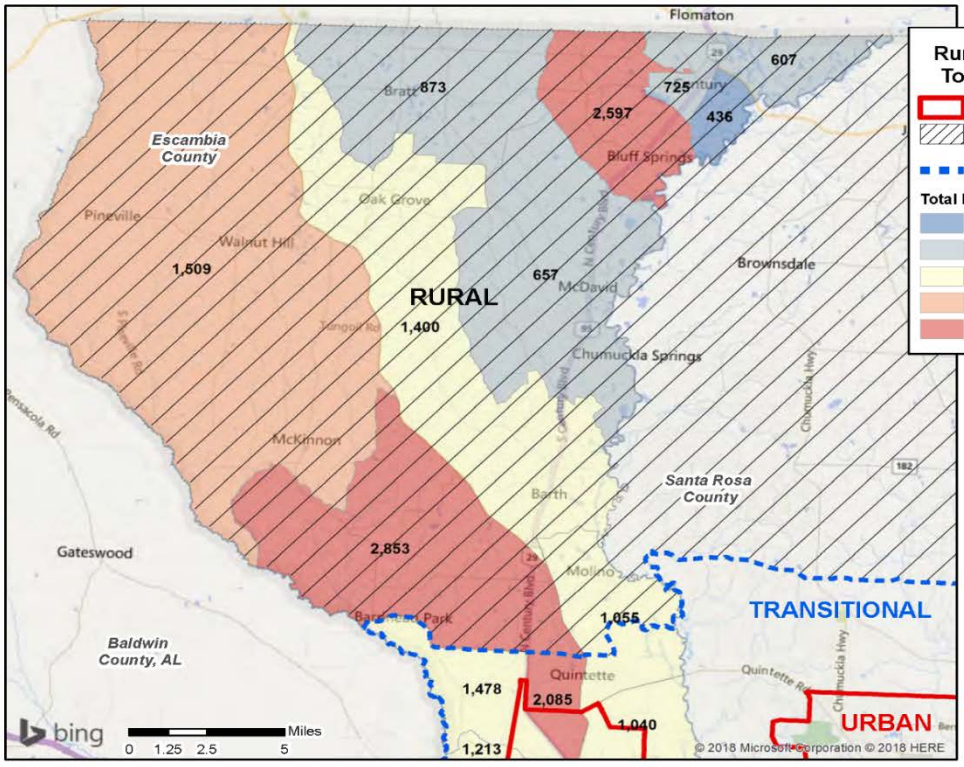
As an authorized representative of the aforementioned organization, the undersigned agrees to pay service charges at the rate of 1.5% per month (18%) per year on all accounts past due. The undersigned also agrees that in the event that any delinquent account is turned over to a collection agency and/or attorney for collection, that he/she is liable for and will pay, all reasonable costs incurred by CES/Team One Communications, and/or their authorized agents, in the collection of any such delinquent account, including but not limited to payment of reasonable attorney fees and court costs. The undersigned certifies that to the best of his/her knowledge, the above information is true and correct. It is understood and agreed that any checks returned to us for non-payment shall be charged a non-sufficient funds (NSF) check fee, and the maximum allowable interest by law charged from the date of the check. Customer checks returned as NSF will result in the associated account being placed on COD Cash Only basis. There is a 20% restocking fee on all returned items. THIS QUOTE DOES NOT INCLUDE SALES TAX.

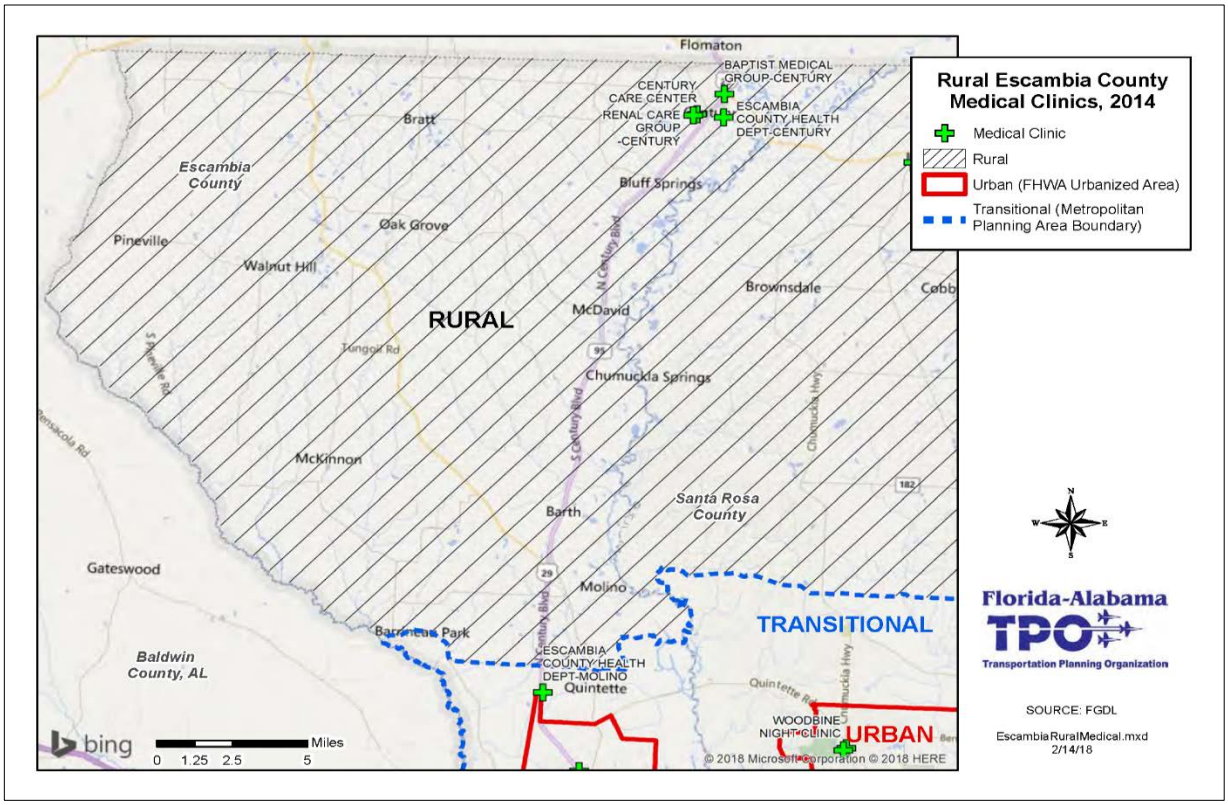
Customer Signature: _____ Date: _____

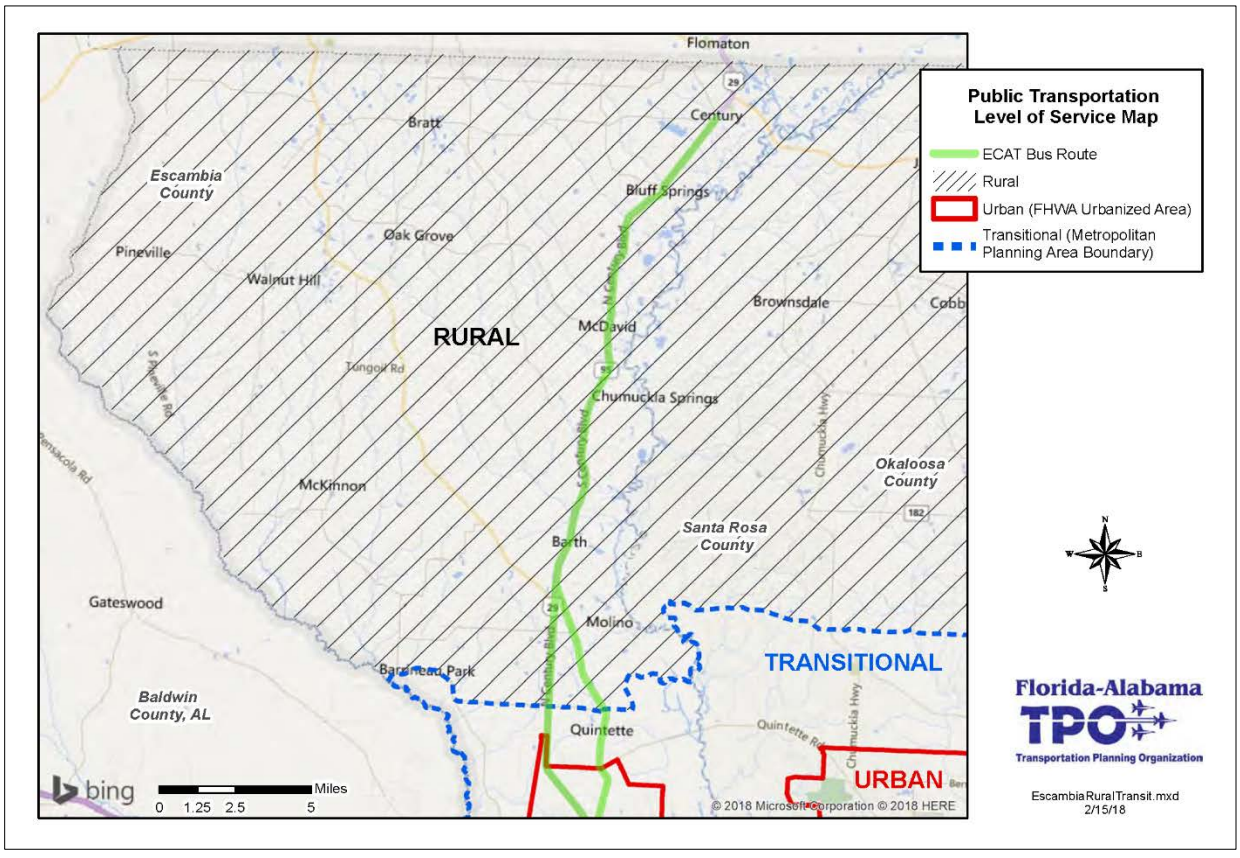
This Quote is Valid for 30 Days


Escambia County
01 - Principal Arterial-Interstate RURAL
02 - Principal Arterial Expressway RURAL
04 - Principal Arterial-Other RURAL
06 - Minor Arterial RURAL
07 - Major Collector RURAL
08 - Minor Collector RURAL
09 - Local RURAL
11 - Principal Arterial-Interstate URBAN
12 - Principal Arterial-Freeway and Expressway URBAN
14 - Principal Arterial-Other URBAN
16 - Minor Arterial URBAN
17 - Major Collector URBAN
18 - Minor Collector (Fed Aidj URBAN
19 - Local URBAN
Urban Boundary
ESCAMBIA COUNTY
FUNCTIONAL
CLASSIFICATIONS
Prepared By:
FLORIDA DEPARTMENT OF TRANSPORTATION
in cooperation with the
US DEPARTMENT OF TRANSPORTATION
File Created:
May 19, 2014
Recommended By:
Chairman, Board of County Commissioners
Lumon J. May
June 30 2014
Date
Florida Department of Transportation
7/1/14
Date
Chairman, Florida-Alabama TPO
6/11/14
Date
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
DEPUTY CLERK
SEAL
Approved By:
Federal Highway Administration
06/11/2014
Date
FDOT
Miles


Level of Service Areas
Urban (FHWA Urbanized Area)
Rural
Transitional (Metropolitan Planning Area Boundary)
Municipalities
Military
Escambia County
Santa Rosa County
Baldwin County, AL
Okaloosa County
RURAL
TRANSITIONAL
URBAN
Century
Jay
Milton
Pensacola
Gulf Breeze
Miles
0 5 10 20
Florida-Alabama TPO
Transportation Planning Organization
D:\FA_LOS_Boundaries
October 11, 2017


Rural Escambia County Total Population, 2016
Urban (FHWA Urbanized Area)
Rural
Transitional (Metropolitan Planning Area Boundary)
Total Population
0 - 500
501 - 1,000
1,001 - 1,500
1,501 - 2,000
2,001 - 5,303
Escambia County
Santa Rosa County
Baldwin County, AL
Gateswood
Pineville
Walnut Hill
Oak Grove
Bratt
Flomaton
Century
Bluff Springs
McDavid
Brownsdale
Chumuckla Springs
McKinnon
Barth
Molino
Quintette
873
607
725
2,597
436
1,509
657
1,400
2,853
1,055
1,478
2,085
1,040
1,213
RURAL
TRANSITIONAL
URBAN
bing
Miles
0 1.25 2.5 5
© 2018 Microsoft Corporation © 2018 HERE
Florida-Alabama TPO
Transportation Planning Organization
SOURCE: ACS 5-Year Estimates, 2012-2016
EscambiaRuralPopulation.mxd
2/13/18


Flomaton
BAPTIST MEDICAL GROUP-CENTURY
CENTURY CARE CENTER
RENAL CARE GROUP -CENTURY
ESCAMBIA COUNTY HEALTH DEPT-CENTURY
Bratt
Escambia County
Bluff Springs
Oak Grove
Pineville
Walnut Hill
RURAL
McDavid
Brownsdale
Cobb
Tongoi Rd
Chumuckla Springs
McKinnon
Santa Rosa County
Barth
Gateswood
Molino
TRANSITIONAL
Barrineau Park
Baldwin County, AL
ESCAMBIA COUNTY HEALTH DEPT-MOLINO
Quintette
WOODBINE NIGHT CLINIC
URBAN
bing
0 1.25 2.5 5 Miles
© 2018 Microsoft Corporation © 2018 HERE
Rural Escambia County Medical Clinics, 2014
Medical Clinic
Rural
Urban (FHWA Urbanized Area)
Transitional (Metropolitan Planning Area Boundary)
Florida-Alabama TPO
Transportation Planning Organization
SOURCE: FGDL
EscambiaRuralMedical.mxd
2/14/18


Flomaton
Century
Bratt
Escambia County
Bluff Springs
Oak Grove
Pineville
Walnut Hill
RURAL
McDavid
Brownsdale
Cobb
Tongoi Rd
Chumuckla Springs
McKinnon
Okaloosa County
Santa Rosa County
Barth
Gateswood
Molino
TRANSITIONAL
Barrineau Park
Baldwin County, AL
Quintette
URBAN
bing
0 1.25 2.5 5 Miles
© 2018 Microsoft Corporation © 2018 HERE
Public Transportation Level of Service Map
ECAT Bus Route
Rural
Urban (FHWA Urbanized Area)
Transitional (Metropolitan Planning Area Boundary)
Florida-Alabama TPO
Transportation Planning Organization
EscambiaRuralTransit.mxd
2/15/18

Key Destinations and Trip Generators

Attachment F

Government Offices and Other Services

- Council on Aging-West Florida
  - 6025 Industrial Blvd, Century, FL 32535
- Escambia County Clerk-Court,
  Century Courthouse Location
  - 7500 N Century Blvd, Century, FL 32535
- Escambia County Tax Collector Office
  - 6440 County Hwy 95A, Molino, FL 32577
- Molino Community Ctr.- W. FL Public Library
  - 6450-A Highway 95A, Molino, FL 32577

Groceries/Shopping

- Crossroads Grocery
  - 5860 County Rd 99, Century, FL 32535
- Food Giant Grocery
  - 9511 N Century Blvd, Century, FL 32535
- Grocery Advantage
  - 736 US-29, Cantonment, FL 32533
- Hudson Grocery
  - 7241 N Century Blvd, Century, FL 32535
- Piggly Wiggly Grocery
  - 11204 FL-97, Walnut Hill, FL 32568
- Steve's Farm- Grocery & Produce
  - 1201 S Hwy 99, Walnut Hill, FL 32568

Pharmacies

- Century Pharmacy
  - 7531 Mayo St, Century, FL 32535
- CVS Pharmacy
  - 8361 N Century Blvd, Century, FL 32535
- Scott's Pharmacy
  6505 US-29, Molino, FL 32577

Medical Facilities and Physician Offices

- Cantonment Medical Center
  - 748 US-29, Cantonment, FL 32533
- Century Health and Rehabilitation Center
  - 6020 Industrial Blvd, Century, FL 32535
- Century Medical Ctr – Baptist Medical Group
  - 8401 N Century Blvd, Century, FL 32535
- Community Health Clinic,
  Century Pediatrics & Children's Dental
  - 501 Church Street, Century, FL 32535
- Escambia County Health Dep.- Century
  - 501 Church Street, Century, FL 32535
- Fresenius Kidney Care Dialysis – Century Loc.
  - 6001 Industrial Blvd, Century, FL 32535
- Community Health Clinics, Century Adult Primary Care & Lakeview Center Inc.
  - 6021 Industrial Blvd., Century, FL 32535
- Pro Med Healthcare Dental Services Molino
  - 3470 US-29, Cantonment, FL 32533

COUNCIL ON AGING
OF WEST FLORIDA, INC.
EST. 1972

875 Royce Street/P.O. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

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Sonya Daniel
First Vice Chair
Kathleen Logan
Second Vice Chair
Rick McClanahan
Secretary
Pensacola Councilmember
P.C. Wu
Treasurer
James M. "Mick" Novota
Immediate Past Chair
Caron Sjoberg

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Malcolm Ballinger
DeeDee Davis
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Rabbi Joel Fleekop
Leslie Howington
Donna Jacobi, M.D.
Lois B. Lepp, PA
Escambia County Commissioner
Lumon May
Chaplain Larry Mosley
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Santa Rosa School Board District 1
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Sue Straughn
Edgar M. Turner
Dona Usry
Marie K. Young

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Joe Black
Rosemary Bonifay
John Brick
Kenneth Kelson
Charles H. Overman, III
Malcolm Parker

PRESIDENT/CEO
John B. Clark

February 19, 2018

Ms. Tonya Ellis, Transit Division Manager
Escambia County Board of County Commissioner
1515 West Fairfield Drive
Pensacola, FL 32503

Dear Ms. Ellis:

On behalf of Council on Aging of West Florida, I am very pleased to support Escambia County's application for the Shirley Conroy Rural Capital Assistance and Mobility Grant. Our agency has provided home and community based services for elders in Escambia County and the Century area since 1972. In addition to in-home services, such as meals on wheels and homemaker services, we have also operated a small center and senior dining program in Century. In the Century area (32535) alone there are more than 100 elders receiving services through either state funded general revenue programs, federal Older Americans Act Program or the Florida Medicaid Long Term Care Program.

Whether is it access to Council on Aging's Center for the senior dining program or trips to doctors and shopping, transportation is a challenge facing hundreds of Century citizens of all ages, including elders; especially for those 100 plus elders receiving some type of home and community based services. Council on Aging and others in this community want to increase the mobility needs of our citizens and support infrastructure improvements that enhance the transportation options for the community. This grant would improve transportation services for the most underserved citizens in our community, those who are transportation disadvantaged. It would also serve to increase the access to some services, such as the senior dining program, for elders which have historically been denied access due to lack of transportation.

Again, Council on Aging of West Florida, Inc. strongly supports Escambia County's application for the Shirley Conroy Rural Capital Assistance Grant. We would be most pleased to provide any further information requested in this matter.

Sincerely,

John B. Clark
President/CEO

United Way of Escambia County
United Way of Santa Rosa County
Department of Elder Affairs State of Florida
BBB Accredited Charity bbb.org
Northwest Florida Area Agency on Aging, Inc.
"Improving the quality of life for elders" since 1979
Corporation for National & Community Service
CFC Combined Federal Campaign
Combined Federal Campaign Agency No. 16074

Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.

community health
northwest florida
HealthcareWithinReach.org

February 26, 2018

Tonya Ellis
Transit Division Manager – ECAT
Escambia County Board of County Commissioners
1515 W. Fairfield Drive
Pensacola, FL 32503

Dear Ms. Ellis,

On behalf of Community Health Northwest Florida, formerly Escambia Community Clinics, I fully support your efforts to obtain grant funding through the ***Shirley Conroy Rural Capital Assistance Grant*** to bring much needed rural community shuttle services to the areas of Century, Walnut Hill, McDavid and Molino.

Community Health Northwest Florida is the areas only Federally Qualified Health Center, with a primary service area of Escambia and Santa Rosa Counties. With a twenty-six year history of providing outpatient primary care services to medically needy, uninsured, underinsured and working poor citizens, our organization has grown to be the primary safety-net medical home for thousands of area residents of the two-county area. During late 2016 and 2017, our health center invested significant resources to bring primary care services to residents of Northern Escambia County. We now offer adult and family primary care services, pediatric care, and dental care through our two locations in Century, Florida. During 2017, our Century locations recorded a combined 4,650 patient visits to these two Century locations. Zip codes 32535 (Century), 32568 (Walnut Hill) and 32577 (Molino) represented 1,386 unique individual patients during 2017. Many of these Century patients have multiple chronic diseases which require ongoing management by healthcare providers. Increased transportation services for residents of this area would make a significant impact to help patients get to appointments to receive necessary preventive and acute primary care services.

The funding provided by this grant would greatly benefit both our current and potential primary care patients. Lack of coordinated community public transportation for residents who reside in the rural communities Northern Escambia County has been identified as a consistent barrier to seeking much needed primary medical and dental care. Inadequate transportation services for our low-income patients also contributes to high no show rates, creating delays in timely access to medication and services, negatively impacting the health of those who reside in those communities.

Our organization values the established relationship with ECAT/Escambia County Mass Transit as a valuable community partner and fully supports the application submitted by ECAT/Escambia County Mass Transit Department. I look forward to working with you in the future to meet the needs of our community.

Sincerely,

Chandra Smiley, MSW
Executive Director

Main Office
2315 West Jackson Street,
Pensacola, FL 32505

T 850.912.8880
F 850.912.8779

HealthcareWithinReach.org

Mobility Enhancement Grant Program 19
Form Rev. March 27, 2017

Florida Commission for the Transportation Disadvantaged

NAME OF CTC: Escambia Board of County Commissioners
Escambia County Community Transportation

SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION
CURRENT VEHICLE INVENTORY

	Model Year	Chassis, Make and Model	Vehicle Identification Number (17 Digits)	Maximum Ambulatory/Wheelchair Passenger Seating	Total Seating-including Driver	Average Vehicle Miles Per Year	Current Mileage as of (02/05/18)	Anticipated Retirement Year	Source of Funding
208	2010*	Ford E250	1FTNE24L49DA92601	9 Ambulatory	10	32645	261,160	2016	N/A
209	2014	Chevy 350	1GAZGZFA1E1210656	14 Ambulatory	15	30,848	115,622	2021	5310
210	2014	Chevy 350	1GAZGZFA9E1213093	14 Ambulatory	15	28,046	115,868	2021	5310
211	2014	Dodge Caravan	2C7WDGCGXER478247	3 Ambulatory/1 WC	5	32,715	90,453	2021	5310
212	2014	Dodge Caravan	2C7WDGCG8ER478246	3 Ambulatory/1 WC	5	28,070	98,622	2021	5310
838	2011**	Chevy 4500	1GB6G5BG3B1110765	6 Ambulatory/4 WC	11	33,980	236,048	2018	5310
839	2011**	Chevy 4500	1GB6G5BG7B1110574	6 Ambulatory/4 WC	11	25,420	292,225	2018	5310
840	2011**	Chevy 4500	1GB6G5BG0B1110352	6 Ambulatory/4 WC	11	38,337	274,980	2018	5310
1435	2014	Chevy 3500	1GB3G2CG9E1208624	8 Ambulatory/2 WC	11	54,856	157,510	2021	5310
1436	2014	Chevy 3500	1GB3G2CGOE1208219	8 Ambulatory/2 WC	11	27,222	136,064	2021	5310
1437	2014	Chevy 3500	1GB3G2CG1E1208049	8 Ambulatory/2 WC	11	35,470	135,172	2021	5310
1438	2014	Chevy 3500	1GB3G2CG7E1207651	8 Ambulatory/2 WC	11	32,297	148,301	2021	5310
1439	2014	Chevy 3500	1GB3G2CG7E1208637	8 Ambulatory/2 WC	11	40,539	133,745	2021	5310
1440	2014	Chevy 3500	1GB3G2CG6E1209245	8 Ambulatory/2 WC	11	30,760	144,783	2021	5310
1441	2014	Chevy 3500	1GB3G2CG1E1208679	8 Ambulatory/2 WC	11	41,121	141,978	2021	5310
1442	2014	Chevy 3500	1GB3G2CG0E1207975	8 Ambulatory/2 WC	11	38,455	145,006	2021	5310
1443	2014	Chevy 3500	1GB3G2CG4E1207722	8 Ambulatory/2 WC	11	21,682	140,502	2021	5310
1445	2014	Chevy 3500	1GB3G2CG0E1209404	8 Ambulatory/2 WC	11	29,512	137,394	2021	5310
1446	2014	Chevy 3500	1GB3G2CG3E1209557	8 Ambulatory/2 WC	11	39,473	158,787	2021	5310
1447	2014	Chevy 3500	1GB3G2CG5E1209611	8 Ambulatory/2 WC	11	36,418	128,971	2021	5310
1548	2015	Chevy 3500	1GB3G2CG6F1133009	8 Ambulatory/2 WC	11	55,604	118,525	2022	5310
1549	2015	Chevy 3500	1GB3G2CG4F1134305	8 Ambulatory/2 WC	11	29,330	108,132	2022	5310
1551	2015	Chevy 3500	1GB3G2CG6F1133897	8 Ambulatory/2 WC	11	52,760	155,974	2022	5310
1652	2016	Chevy 4500	1GB6GUBG3G1279427	12 Ambulatory/3 WC	16	30,519	55,033	2023	5310
1653	2016	Chevy 4500	1GB6GUBG6G1279776	12 Ambulatory/3 WC	16	50,258	58,091	2023	5310
1654	2016	Chevy 4500	1GB6GUBG1G1281113	12 Ambulatory/3 WC	16	42,458	54,625	2023	5310

NOTE: Identify the Vehicle(s) that would be replaced with this or other grants by placing * next to the model year.
* - vehicle sent to County Road Camp- followed proper disposal procedures per FTA and County policy
** - replacement vehicles ordered, delivery pending late 2018

Attachment H

Attachment I

Florida Commission for the Transportation Disadvantaged

MOBILITY ENHANCEMENT GRANT
STANDARD ASSURANCES

The recipient hereby assures and certifies that:

(1) The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

(2) The recipient is aware that the Mobility Enhancement Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation.

(3) The recipient is aware that the approved project must be complete by June 30, 2019, which means services must be provided by that date or reimbursement will not be approved.

(4) Mobility Enhancement Grant funds will not be used to supplant or replace existing federal, state, or local government funds.

(5) The recipient understands that an approved written eligibility application and eligibility support documentation is required and is to be maintained for each rider who receives a trip or bus pass funded through this grant. Such documentation shall be made available upon request by CTD staff or its designee.

(6) Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 or Chapter 427, Florida Statutes. Such equipment must be received by the recipient no later than June 30, 2019.

This certification is valid for no longer than the agreement period for which the grant application is filed.

Signature:_____Date:_____
Name: Jack Brown
Title: Escambia County Administrator

Witnessed By: _____
Signature: _____
Date: _____

Witnessed By: _____
Signature: _____
Date: _____

Attachment J

RESOLUTION R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A MOBILITY ENHANCEMENT GRANT AWARD FROM THE COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE GRANT APPLICATION AND STANDARD ASSURANCES; DESIGNATING THE COUNTY'S REGISTERED AGENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive a Transportation Disadvantaged Mobility Enhancement Grant award and to undertake a transportation disadvantaged service project from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged to receive an award from the Transportation Disadvantaged Trust Fund.

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

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

Section 2. That the Board of County Commissioners hereby approves the Mobility Enhancement Grant Application and authorizes the County Administrator to execute the Grant Application and Standard Assurances on behalf of the County.

Section 3. That the Board of County Commissioners authorizes the Mass Transit Director to file the grant application and all other required documents pertaining to the application.

Section 4. That the Board of County Commissioners hereby designates the County Administrator to serve as the County's registered Agent. The Registered Agent's address shall be as follows: 221 Palafox Place, Suite 420, Pensacola, FL 32502.

Section 5. That this resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/7/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13380 **County Administrator's Report** **11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Supplemental Budget Amendment #031 - RESTORE Direct Component (Pot 1) Second Planning Assistance Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #031 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #031, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $485,950, to recognize proceeds from the the U.S. Department of the Treasury, and to appropriate these funds for the RESTORE Direct Component (Pot 1) Second Planning Assistance Grant for the development of the Multi-Year Implementation Plan.

The plan development and implementation will occur internally with County staff, including the Grant-funded RESTORE Program Manager in which 75% of the salary will be funded with this Grant. This Award also includes 75% funding for a RESTORE Coordinator, a position that will be created at a future date. In addition, the Grant provides funds to purchase computers for the use of the RESTORE funded employees.

BACKGROUND:

At the November 17, 2015 Board Meeting, the Board accepted the U.S. Department of Treasury Notice of Award for the First Planning Grant for planning assistance and development of the RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan. The First Planning Grant funded the development of the 2016-17 Escambia County Multi-Year Implementation Plan which was approved by Treasury on October 20, 2017

The period of the Second Planning Grant will be 2018 to 2022, and it will include multiple amendments to the Multi-Year Implementation Plan. The U.S. Treasury Department approved the application on January 26, 2018 and the Board approved acceptance of the award on February 1, 2018.

Development and implementation of the Plan will occur internally with County staff, including the Grant-funded RESTORE Program Manager in which 75% of the salary will be funded with this Grant. This Award also includes 75% funding for a RESTORE Coordinator, a position that will be created at a future date. In addition, the Grant provides funds to purchase computers for the use of the RESTORE funded employees.

The 10% Indirect Costs associated with these funds will cover the remaining 25% portion of the two position's salaries as well as other staff salaries that will be working on the development of the Multi-Year Implementation Plan.

Funds in the amount of $1,575 are being moved from Other Contractual Services to Salaries as the tasks from the First Planning Grant will be completed by a County Employee instead of contract labor.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $40,496 and Fund 118 by $445,454.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Funds will be used to pay 75% of the current RESTORE Program Manager's salary and 75% for a RESTORE Coordinator, which will be hired at a future date. The 10% Indirect Costs associated with these funds will cover the remaining 25% portion of the two position's salaries as well as other staff salaries that will be working on the development of the Multi-Year Implementation Plan.

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# 031

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded the RESTORE Direct Component (Pot 1) Second Planning Assistance Grant for the development of the (2018-2022) Multi-Year Implementation Plan relating to RESTORE, 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, 2018:

Fund Name	Fund Number
General Fund	001
Gulf Coast Restoration Fund	118

Revenue Title	Fund Number	Account Code	Amount
RESTORE Planning Assistance	118	334736	445,454
Indirect Costs	001	369936	40,496
Total			**$485,950**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries	118/222030	51201	$402,558
Machinery & Equipment	118/222030	56401	$2,400
Other Current Charges & Obligations	118/222030	54901	$40,496
Salaries	001/220100	51201	$40,496
Other Contractual Services	118/222030	53401	(1,575)
Salaries	118/222030	51201	1,575
Total			**$485,950**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2018.03.01 16:35:49 -06'00'

OMB Approved

Supplemental Budget Amendment # 031

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13781 **County Administrator's Report** **11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018

Issue: Supplemental Budget Amendment #070 - 4-H Foundation Funding for Program Assistant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #070 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, General Fund, Fund (001), in the amount of $15,974, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for 6 months to provide support for the 4-H agents.

BACKGROUND:

The Escambia County 4-H Foundation provided $15,974 to Extension Services in October 2017 for funding a contract part-time Program Assistant for 6 months. The position is being extended another 6 months, so the Escambia County 4-H Foundation has provided another 6 months worth of funding. The position is hired through Blue Arbor, Inc., under the County's continuing contract for temporary labor services, and will act as support for the 4-H agents.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $15,974.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a check from the 4-H Foundation for funding a part-time Program Assistant, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
4-H Foundation Contributions	001	337111	15,974
Total			**15,974**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractural Services	001/221201	53401	15,974
Total			**15,974**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2018.02.28 16:11:08 -06'00'

OMB Approved

Supplemental Budget Amendment #070

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13805 **County Administrator's Report** **11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: County Road (CR) 184 (Muscogee Road) – FPN 437039-2-54-01
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Execution of a State-Funded Grant Agreement Between the Florida Department of Transportation and Escambia County for County Road184 (Muscogee Road) Freight Corridor Improvements – FPN 437039-2-54-01 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement between the Florida Department of Transportation (FDOT) and Escambia County for Muscogee Road Freight Corridor Improvements:

A. Adopt and authorize the Chairman to sign the authorizing Resolution; and

B. Approve and authorize the Chairman to sign an Agreement between FDOT and Escambia County for Muscogee Road Freight Corridor Improvements.

[Funding: The Department agrees to participate in the Muscogee Road Freight Corridor Improvements Project up to a maximum amount of $666,947]

BACKGROUND:

County Road (CR) 184 (Muscogee Road) serves as an integral thoroughfare in central Escambia County, FL, and is designated as a Freight Corridor. Muscogee Road connects Escambia County to Baldwin County, AL, to the west, and US Highway 29 to the east. Muscogee Road will eventually function as the transportation facility that accommodates The Bluffs Industrial Park east of US Highway 29.

In Summer 2014, county staff submitted a grant request through the State of Florida's Economic Development Trust Fund (EDTF) Program for improvements to Muscogee Road, and to US Highway 29 from Morris Avenue to Tree Street, totaling $1,950,000.00. FDOT approved the grant request in October 2014, and the Board entered into an EDTF Agreement with FDOT in June 2015.

The purpose of this state-funded Grant Agreement is to provide for FDOT's participation in the Muscogee Road Freight Corridor Improvements Project, via EDTF, for an estimated cost of $666,947.00 (FDOT's maximum reimbursement contribution). It is anticipated that completion of the project will occur on or before June 30, 2018.

In addition to the $666,947.00, a Supplemental Agreement, for an additional $500,000.00 to be used towards this project, is expected to occur shortly after execution of this Agreement.

BUDGETARY IMPACT:

The Department agrees to participate in the Muscogee Road Freight Corridor Improvements Project up to the maximum amount of $666,947.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers, has reviewed the Agreement and Resolution for Legal Sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the Agreement and Resolution, county staff will transmit the signed documents to FDOT for execution, and will coordinate with FDOT staff throughout the project to ensure that all requirements of the Agreement are adhered to.

Attachments

Resolution

Agreement

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE CR184 (MUSCOGEE ROAD) FREIGHT CORRIDOR IMPROVEMENTS PROJECT - FPN 437039-2-54-01; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Muscogee Road serves as an integral transportation thoroughfare and freight corridor in central Escambia County, FL.

WHEREAS, Muscogee Road connects to Baldwin County, AL to the west, and US29 to the east.

WHEREAS, Muscogee Road will eventually function as the transportation facility that accommodates for The Bluff's Industrial Park east of US29;

WHEREAS, the purpose of this State-Funded Grant Agreement is to provide for FDOT's participation in the Muscogee Road Freight Corridor Improvements Project via the State's Economic Development Trust Fund (EDTF) Program for an estimated cost of $666,947.00.

WHEREAS, the Department and Escambia County have determined it is in the best interest of both parties to enter into this Agreement.

WHEREAS, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

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

SECTION 2. That the Board hereby approves the Economic Development Transportation Project Fund Agreement.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Economic Development Transportation Project Fund Agreement.

SECTION 4. That the Board hereby authorizes the Chairman to sign any other documents relating to the Agreement subject to legal approval and without further action of the Board.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/6/18

FPN: 437039-2-54-01	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 48 (Escambia)	Contract No:	Vendor No: F596000598154

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Escambia County Board of County Commissioners, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☒ 1906, Chapter 2016-66, LOF , Economic Development Transportation Projects , 55.032

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Muscogee Road Freight Corridor Improvements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2018. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $666,947.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $666,947.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department , including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the

standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Escambia County B.O.C.C.

By: _____

Name: Jeff Bergosh, District 1

Title: Escambia County Board of County Commissioners Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/6/18

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437039-2-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Escambia County Board of County Commissioners(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .973 miles

PROJECT DESCRIPTION: This project will consist of a full reconstruction along County Road 184 (Muscogee Road) from the Beulah Road to Carlisle Drive. The total project length is approximately 5,340 feet. The work will included removing 3' vertical across the entire section (east side of Beulah Road to Carlisle Drive). The new road will have two 12' lanes with 5' paved shoulders. The section will have 3" of Superpave Ashpalt 12.5, 8" graded aggregate base (or 4.5" asphalt base), 12" stabilized subgrade, and 12" of fill. In addition to reconstruction, the intersection at River Annex Road and Beulah Road will be resurfaced. Signs and pavement markings will be included with this project. The drainage improvements consist of installation of grassed ditches, driveway culverts with mitered ends, extending the culvert under Muscogee and adding end walls to meet clear zone requirements, and re-grading existing ditches at end of project connection points. Relocation of an existing 10" PVC water line will be required over a portion of the project to allow for excavation and construction activities.

SPECIAL CONSIDERATIONS BY RECIPIENT:

This objective of this Agreement is allow for the continuation of project services and reimbursements for FPID #437039-2-54-01, originally set forth under FDOT Contract G0G46, which expired prior to completion of the project. This Agreement is funded with the remaining encumbrance balance of G0G46 that existed at the time of its expiration.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Construction to be completed by June 30, 2018.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: None

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	437039-2-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2017	FY2018	FY2019	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$ 0.00	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 666,947.00	$ 0.00	$ 0.00	$666,947.00
Maximum Department Participation - (Muscogee Road Freight Corridor Improvements)	100% or $ 666,947.00	% or $	% or $	% or $ 666,947.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. **TOTAL PROJECT COST:**	$666,947.00	$0.00	$0.00	$666,947.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Escambia County B.O.C.C.

PROJECT DESCRIPTION:Muscogee Road Freight Corridor Improvements

FPID#: 437039-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Economic Development Transportation Projects, 55.032

***Award Amount:** $666,947.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13302 **County Administrator's Report** **11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: US Dept of Interior, National Park Service Contract Award
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the U.S. Department of Interior, National Park Service Award/Contract - Michael D. Weaver, Public Safety Department Director

That the Board accept the U.S. Department of Interior, National Park Service Award/Contract, for Order Number 140P5218P0037, to reimburse Escambia County up to $122,927.

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

[Funding: Fund 001, General Fund, Cost Center 330801, SRI Public Safety]

BACKGROUND:

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing

program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

BUDGETARY IMPACT:

The Award/Contract totals $122,927 (projected cost to be verified by and negotiated with NPS).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require contracts be approved by it.

IMPLEMENTATION/COORDINATION:

David Greenwood, Chief of Water Safety, will oversee implementation of the Award/Contract.

Attachments

Performanance Work Statement
Order for Services

County of Escambia
Performance Work Statement: FY 2018

Introduction

This contract is for the County of Escambia to provide lifeguard coverage for the period of one week before the Friday of Memorial Day Weekend, (Memorial Day falls on the last Monday of May), through Labor Day, (which falls on the first Monday of September), from 9:30 a.m. till 6:30 p.m. The one-year contract is for the period of May 19, 2018 through Labor Day of September 2018.

Background

The U.S. Department of the Interior, National Park Service (NPS) and the County of Escambia, a political subdivision of the State of Florida, by and through its Public Safety Department (ECPSD) manage approximately thirty (30) consecutive miles of public beaches within Escambia County, Florida. The ECPSD manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and the associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and ECPSD continuously responded to and provided assistance to each other on a daily basis for water related emergencies. The NPS and ECPSD both hired, trained, and supervised lifeguard staff. As a result the NPS and ECPSD competed for the same applicant pool, conducted separate trainings that meet the same certification standards, and provided separate program management and staff supervision

Scope

The ECPSD and NPS desire to form a mutually beneficial and highly efficient working relationship that will provide for a seamless beach safety program for the public that will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. This contract will enhance the safety of beach users in Escambia County, Florida and within the Florida District of Gulf Islands National Seashore (GUIS).

Applicable Directives

Florida Recreational Use Statute

FLORIDA STATUTES
TITLE XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE
CHAPTER 375 OUTDOOR RECREATION AND CONSERVATION

375.251 Limitation on liability of persons making available to public certain areas for recreational purposes without charge.

(1) The purpose of this act is to encourage persons to make available to the public land, water areas and park areas for outdoor recreational purposes by limiting their liability to persons going thereon and to third persons who may be damaged by the acts or omissions of persons going thereon.

(2)(a) An owner or lessee who provides the public with a park area or other land for outdoor recreational purposes owes no duty of care to keep that park area or land safe for entry or use by others, or to give warning to persons entering or going on that park area or land of any hazardous conditions, structures, or activities thereon. An owner or lessee who provides the public with a park area or other land for outdoor recreational purposes shall not by providing that park area or land:

1. Be presumed to extend any assurance that such park area or land is safe for any purpose,

2. Incur any duty of care toward a person who goes on that park area or land, or

3. Become liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on that park area or land.

(b) This section shall not apply if there is any charge made or usually made for entering or using such park area or land, or any part thereof, or if any commercial or other activity, whereby profit is derived from the patronage of the general public, is conducted on such park area or land, or any part thereof.

(3)(a) An owner of land or water area leased to the state for outdoor recreational purposes owes no duty of care to keep that land or water area safe for entry or use by others, or to give warning to persons entering or going on that land or water of any hazardous conditions, structures, or activities thereon. An owner who leases land or water area to the state for outdoor recreational purposes shall not by giving such lease:

1. Be presumed to extend any assurance that such land or water area is safe for any purpose,

2. Incur any duty of care toward a person who goes on the leased land or water area, or

3. Become liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the leased land or water area.

(b) The foregoing applies whether the person going on the leased land or water area is an invitee, licensee, trespasser, or otherwise.

(4) This act does not relieve any person of liability which would otherwise exist for deliberate, willful or malicious injury to persons or property. The provisions hereof shall not be deemed to create or increase the liability of any person.

(5) The term "outdoor recreational purposes" as used in this act shall include, but not necessarily be limited to, hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure

driving, nature study, water skiing, motorcycling, and visiting historical, archaeological, scenic, or scientific sites.

Performance Requirements

1. ECPSD will provide lifeguard services at Langdon Beach, Johnson Beach, and Opal Beach daily from one week before the Friday of Memorial Day Weekend, (Memorial Day falls on the last Monday of May), through Labor Day, (which falls on the first Monday of September), from 9:30 a.m. till 6:30 p.m. consistent with Pensacola Beach operating hours.
    - Minimum of three (3) lifeguards working eight (8) hours each at Johnson Beach
    - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Langdon Beach
    - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Opal Beach
    - If services cannot be provided then notifications will be made to the GUIS Chief Ranger by 9:30 a.m.

2. Provide extended shift coverage at Opal Beach, Langdon Beach, and Johnson Beach consistent with Pensacola Beach operating procedures at the discretion of the ECPSD Director, as needed to address crowds remaining after 6:30 p.m.

3. When there are insufficient lifeguard resources to provide lifeguard services the ECPSD Director shall determine the appropriate locations for providing lifeguard services and advise the GUIS designated lifeguard liaison.

4. Post the daily surf condition flags on the lifeguard towers so visitors can clearly see the surf condition flag. Surf condition flags will also be placed at the two campground boardwalks located near Langdon Beach. Lifeguards will change beach condition flags when weather and/or surf deem necessary. Lifeguards will notify the following offices of surf condition flag status at the beginning of the shift (10:00 a.m.) and when flag conditions change consistent with Pensacola Beach notification procedures.

    A. **Langdon Beach –** contact:
        - Ft. Pickens Entrance Station
        - Naval Live Oaks Visitor Center
        - Ft. Pickens campground registration office
        - Gulf Breeze Communications Center
        - Escambia County Communications Center

    B. **Johnson Beach** – contact:
        1. Perdido Key Entrance Station
        2. Naval Live Oaks Visitor Center
        3. Gulf Breeze Communications Center

4. Escambia County Communications Center

C. **Opal Beach** – contact:
   1. Naval Live Oaks Visitor Center
   2. Gulf Breeze Communications Center
   3. Escambia County Communications Center

Lifeguards will also notify the Fort Pickens and Perdido Key entrance stations at the end of shift (6:30 p.m.) on what surf condition flags should be flown after hours at the entrance stations (yellow flag or red flag).

5. Designate lifeguarded areas at Opal, Langdon, and Johnson Beach at the beginning of the shift (10:00 a.m.) by erecting two white PVC poles with the appropriate surf condition flag attached, placed in line with the back of the lifeguard tower 100 yards east and 100 yards west of the tower. The PVC poles and flags will be removed and stored at the end of each shift. Place an additional surf condition flag on the tower by placing the surf condition flag pole in the PVC stand located in the rear of the tower. If the purple flag is needed fly this from the opposite side of the tower where the other PVC stand is attached to the back of the tower.

6. If available, at the discretion of the ECPSD Director or designee, respond to all water related emergency responses at unguarded beaches within the Fort Pickens, Santa Rosa and Perdido Key Areas of GUIS. If unavailable, request response from Pensacola Beach Fire/Rescue.

7. Lifeguards will complete the daily statistic log form that is provided by GUIS

8. Park lifeguard trucks in the designated parking spots in the parking lots located behind the lifeguard tower when lifeguards are on duty.

9. ECPSD will not utilize any vehicles on the beaches of GUIS unless responding to an emergency. When used for emergency response, vehicles will travel on park roads to the closest designated beach access point and then travel along the beach to the point of the emergency, staying within ten feet of the high tide line. Responding lifeguards will use judgment to avoid beach visitors; the safest and most expedient route of emergency travel may require deviating beyond the high tide line corridor for short distances to avoid beach visitors. Response speeds will never exceed that which would prevent controlled steering and braking to avoid visitors, wildlife, erosion cuts in the shoreline, or unexpected hazards. Lifeguards will avoid making sharp turns that create furrows or berms on the beach.

10. Hire, train, and supervise personnel in the conduct of these lifeguard services. Lifeguards and supervisors will be ECPSD employees acting within the scope of ECPSD policies and guidelines and ECPSD open-water lifesaving operational policies and guidelines. ECPSD will be responsible for employee compensation based on the ECPSD lifeguard pay scale. ECPSD will be responsible for employee injury reporting and workers' compensation based upon ECPSD's policy and

procedures. All matters relating to hiring, training, employing and supervising lifeguard are within the sole discretion of the ECPSD Director.

11. All ECPSD lifeguards are subject to being assigned at the discretion of the ECPSD Director or designee, to any of the three designated lifeguarded beaches of the Florida District of GUIS located within Escambia County, Florida at the discretion of the ECPSD Director.

12. The ECPSD Director or designee will work closely with the GUIS designated liaison for lifeguard operations within GUIS regarding park closures due to natural disasters, storm events, moving lifeguard towers and equipment, emergency response, storage, for the purchase of equipment and supplies, and other operational issues.

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13. Provide training and any training materials, equipment, supplies and certifications for:
    - ECPSD Open water lifesaving course;
    - Escambia County Emergency Medical Responder Course certificate or National Registry Emergency Responder (First Responder) or equivalent certification;
    - CPR/AED certification; and

    The number of hours for training, the training materials and the training methods shall be determined at the discretion of the ECPSD Director.

14. Provide ECPSD radios for radio communications with Escambia County Communications Center.

15. Have the Escambia County Communications Center notify the Gulf Breeze Communications Center at 850-934-4050 and request park ranger response for any emergencies that ECPSD responds to within GUIS. (e.g.: assist with EMS calls; double red flag and visitors in the water; fights; public intoxication; violent or unruly visitors; a crime has been reported to a lifeguard; a visitor refuses to comply with the rules and has ignored repeated warnings such as boaters in swimming area, fishing in designated swimming area, glass on beach).

16. Provide an end of the season report to GUIS by October 5 showing the numbers of swimmers in trouble, water rescues, search and recovery/rescues, EMS calls (broken down into first-aid, basic life support, and advanced life support), etc… that occurred within GUIS. These numbers will be taken directly from the daily statistic forms used each week located at each designated beach.

17. Contact the Gulf Breeze Communications Center at 850-934-4050, to relay visitor reports of injured/deceased wildlife or nesting sea turtles. When possible, obtain and convey details such as location, type of animal, whether injured or deceased.

18. ECPSD will not charge NPS-GUIS for hours not worked.

Information Requirements

None.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 10

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 03/02/2018

2. CONTRACT NO. *(If any)*:

3. ORDER NO.: 140P5218P0037

4. REQUISITION/REFERENCE NO.: 0040370737

5. ISSUING OFFICE *(Address correspondence to)*:
NPS, SER - West MABO
2680 Natchez Trace Parkway
Tupelo MS 38804

6. SHIP TO:

a. NAME OF CONSIGNEE: NPS, Gulf Islands NS

b. STREET ADDRESS: 1801 Gulf Breeze Parkway
Headquarters

c. CITY: Gulf Breeze

d. STATE: FL

e. ZIP CODE: 32563-5008

7. TO: Mike Weaver, Public Safety Director

a. NAME OF CONTRACTOR: COUNTY OF ESCAMBIA

b. COMPANY NAME:

c. STREET ADDRESS: 221 PALAFOX PL STE 140
Public Safety Department

d. CITY: PENSACOLA

e. STATE: FL

f. ZIP CODE: 32502-5833

f. SHIP VIA: Best Way

8. TYPE OF ORDER

[X] a. PURCHASE
REFERENCE YOUR:
2018 Budget v2.xlsx
Employement Staffing Vehicle
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: 01

10. REQUISITIONING OFFICE: NPS, Gulf Islands NS

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: 09/03/2018

16. DISCOUNT TERMS: PP30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Florida Lifeguard Services FY 2018 CO Invoice Review Required: Y Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL *(Cont. pages)*: $122,927.00

21. MAIL INVOICE TO:

a. NAME: Invoice Processing Platform System

SEE BILLING INSTRUCTIONS ON REVERSE

b. STREET ADDRESS (or P.O. Box): US Department of Treasury
http://www.ipp.gov

c. CITY:

d. STATE:

e. ZIP CODE:

17(i) GRAND TOTAL: $122,927.00

22. UNITED STATES OF AMERICA BY *(Signature)*: EVANS WARD

Digitally signed by EVANS WARD
Date: 2018.03.02 09:13:58 -06'00'

23. NAME *(Typed)*: Evans Ward
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/02/2018		140P5218P0037

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DOI, NPS, SER - GUIS Admin. Office 1801 Gulf Breeze Parkway Attn: Contracting Officer Gulf Breeze FL 32563 Account Assignm: K G/L Account: 6100.252R0 Business Area: P000 Commitment Item: 252R00 Cost Center: PPSEGUISP0 Functional Area: PPMPRHS1Z.H00000 Fund: 188P103601 Fund Center: PPSEGUISP0 PR Acct Assign: 01 Period of Performance: 05/19/2018 to 09/03/2018 Contract with local government. In accordance with the terms and conditions herein, the Escambia County Public Safety Department (ESPSD) will provide lifeguard services in a manner that meets or exceeds the Performance Requirements prescribed in the Attachment 1) Performance Work Statement and Attachment 2) DOL Wage Determination.					
00010	GUIS FL Lifeguard Services FY18 R5326180010 SCOPE" At a minimum, this beach safety program requires (6) certified lifeguards (8-hour shifts) and (2) certified lifeguards (4-hour shifts) daily to perform Lifeguard and Open Water Surf Rescue Services at Gulf Islands National Seashore (Langdon Beach, Johnson Beach, and Opal Beach) on the Gulf of Mexico. NPS Points of Contact: Andre Ward, Contracting Officer (CO) 850.934.2614 andre_ward@nps.gov Dede Mladucky, Chief Ranger (PM) 850.934.2615 deanna_mladucky@nps.gov Continued ...				122,927.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $122,927.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/02/2018		140P5218P0037

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	FUNDING: Contract is incrementally funded, funds are obligated to cover the amount allotted; the contractor is not obligated to continue performance or incur costs beyond the limits, unless the contracting officer issue a change order. Upon learning that the contractor is approaching the limit of funds allotted, the Contracting Officer shall promptly obtain funding and programming information pertinent to the contract's continuation and notify the contractor in writing that-- (i) Additional funds have been allotted, (ii) The contract is not to be further funded and that the contractor should submit a proposal for an adjustment of fee, if any, based on the percentage of work completed in relation to the total work called for under the contract. The total amount of award: $122,927.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

A - Solicitation/Contract Form 4
Clauses 4
B - Supplies or Services/Prices 4
Clauses 4
C - Description/Specifications 4
Clauses 4
D - Packaging and Marking 4
Clauses 4
E - Inspection and Acceptance 4
Clauses 4
F - Deliveries or Performance 4
Clauses 4
G - Contract Administration Data 4
Clauses 4
H - Special Contract Requirements 4
Clauses 4
I - Contract Clauses 4
Clauses 4
J - List of Documents, Exhibits and Other Attachments 10
List of Documents, Exhibits, and Other Attachments 10
Clauses 10

A - Solicitation/Contract Form

Clauses

B - Supplies or Services/Prices

Clauses

C - Description/Specifications

Clauses

D - Packaging and Marking

Clauses

E - Inspection and Acceptance

Clauses

F - Deliveries or Performance

Clauses

G - Contract Administration Data

Clauses

H - Special Contract Requirements

Clauses

I - Contract Clauses

Clauses

52.204-12 Unique Entity Identifier Maintenance. (OCT 2016)

52.204-13 System for Award Management Maintenance. (OCT 2016)

52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items). (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(iii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iv) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017)

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (NOV 2017)

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $30,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212) (applies to contracts of $150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212) (Applies to contracts of $150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

> (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to

maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (Applies to contracts over $35,000).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998*). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browsefar and or
https://www.doi.gov/pam/programs/acquisition/pamareg

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right

to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

52.216-25 Contract Definitization. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.232-22 Limitation of Funds. (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-3 Protest After Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.244-6 Subcontracts for Commercial Items. (NOV 2017)

J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
01	Performance Work Statement	02/05/2018
02	DOL Wage determination	01/10/2018
03	PRICE SCHEDULE	02/05/2018

Clauses

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13808 **County Administrator's Report** **11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Interim Medical Director Agreement for Employment
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement for Employment as Interim Public Safety Medical Director between Dr. Mark G. Stavros, M.D., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida:

A. Approve the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

BACKGROUND:

Pursuant to §401.265, Florida Statutes, BLS/ALS transport services (i.e. EMS) are required to employ a licensed physician as a medical director. An independent physician, Dr. Stavros, has agreed to serve as the Medical Director for Public Safety on a temporary basis (3-6 months) until the position can be permanently filled. Dr. Stavros has filled in as Medical Director and has familiarity with our EMS system. The contract position will allow Public Safety/EMS to have stability during a period of transition of medical director. The contract and dollar amount include required insurance requirements.

BUDGETARY IMPACT:

The cost of this agreement is available in Fund 408 (EMS Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The EMS Chief, Steve White, will oversee the implementation of this agreement.

Attachments

Agreement for Employment

AGREEMENT FOR EMPLOYMENT AS INTERIM PUBLIC SAFETY MEDICAL DIRECTOR FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Mark G. Stavros, M.D. (hereinafter referred to as "Contractor" or "Medical Director"), whose business address is 8383 North Davis Highway, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, Escambia County, by and through its Department of Public Safety, Division of Emergency Medical Services, is a provider of critical care, advanced life support service (ALS), basic life support service (BLS), and bariatric transports; and

WHEREAS, pursuant to §401.265, Florida Statues, each BLS transportation service or ALS service must employ or contract with a licensed physician to serve as medical director; and

WHEREAS, the Contractor is a licensed physician qualified to serve as the Public Safety Medical Director for Escambia County; and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth the terms whereby the Contractor will serve as the interim Public Safety Medical Director for Escambia County.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of three (3) months. Thereafter, upon mutual agreement of the parties, this agreement may be renewed on a month-to-month basis for up to three (3) additional months. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) months.

3. Scope of Services. The Medical Director agrees to perform the duties of the Medical Director of the Escambia County Department of Public Safety, in accordance with the provisions of §401.265, Florida Statues, and as provided in the Scope of Services attached hereto as **Exhibit A**. Unless otherwise specified, all services shall be performed in accordance with the standard of care in the profession of medicine at the time such services are rendered or in accordance with the Florida statutory standards, as applicable.

4. Compensation. In exchange for provision of the scope of services referenced above, County shall pay the Medical Director a flat fee of $7,000.00 per month, inclusive of all expenses or other costs incurred for the performance of the Agreement.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and

owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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.

8. 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 (USPS) 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: Mark G. Stavros, M.D.
8383 North Davis Highway
Pensacola, FL 32514

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 USPS 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.

9. 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.

10. 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.

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

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. 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.

13. 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.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

MEDICAL DIRECTOR:

_____
Witness

By: _____
Mark G. Stavros, M.D.

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/2/18

EXHIBIT A
SCOPE OF SERVICES

The Medical Director shall perform all duties of the Medical Director of the Escambia County Department of Public Safety, in accordance with the provisions of §401.265, Florida Statues, including all current rules and regulations of any governmental agency implementing said provisions and any other applicable departmental duties of the Department of Public Safety. The Medical Director shall also perform any future duties that may be established for the position of Medical Director upon receipt of written notice from the State of Florida, Department of Health, Bureau of Emergency Medical Services. The Medical Director shall also be responsible for complying with the Escambia County Board of County Commissioners' ordinances, rules, policies and procedures governing the operation of the Department of Public Safety.

The Medical Director shall supervise the clinical performance of the emergency medical technicians (EMT) and paramedics employed by the Department of Public Safety. The Medical Director shall also oversee the performance of the certified emergency medical dispatchers (EMD) and call center personnel of the Department of Public Safety's Communications Center.

The Medical Director shall be responsible for the clinical performance of the City of Pensacola Fire Department (PFD) basic life support (BLS) medical first response personnel through the promulgation of operating protocols and establishment of quality assurance program. The Medical Director shall also be responsible for the medical oversight of the PFD's semi-automatic external defibrillation (SAED) program.

The Medical Director shall be responsible for the clinical performance of the Escambia County Volunteer Firefighters (ECVF), Escambia County Career Fire Firefighters, and medical first response personnel through the promulgation of operating protocols and the establishment of a quality assurance program. The Medical Director shall also be responsible for medical oversight of the SAED programs.

The Medical Director shall approve, revise, and develop policies, procedures, and protocols for every portion of the County's Public Safety system as related to patient care. The Medical Director shall conduct a comprehensive review of all protocols for the system on an as-needed basis, including those related to pre-arrival instructions, priority dispatch, disaster and triage treatment, transport mode, destination, and hospital bypass activities and on-scene medical authority. When conducting the review, the Medical Director shall take into consideration the results of medical audits, review of current medical literature, and input from Public Safety personnel and other interested persons.

The Medical Director shall develop and update an inspection checklist and documentation forms to be used by the County's Public Safety system to be utilized when inspecting all on-board medical equipment of the Department of Public Safety, Division of Emergency Medical Services and first response agency vehicles under his direction. The Medical Director shall also perform a comprehensive review of all such medical equipment on an as-needed basis.

The Medical Director shall make himself available on a 24-hour basis either personally or through established protocol or standing orders to advise County EMTs and paramedics. The Medical Director shall keep the County advised as to his current contact information where he may be contacted on a 24-hour basis for consultation and direction.

The Medical Director shall establish procedures for routine auditing of the Department of Public Safety's performance, including, but not limited to, prompt reviews, direct observations and comparison of performance standards for drugs, equipment, system protocols, and procedures. The Medical Director may also conduct such special audits as may be deemed necessary or upon the request of the Public Safety Director or EMS Manager.

The Medical Director shall document evidence of a functional quality assurance program for the County's Public Safety Department. The Medical Director shall also establish and oversee the Quality Assurance Committee pursuant to §401.265, Florida Statues.

The Medical Director shall participate and ride with ambulance and fire crews as necessary to comply with applicable state and system requirements. "Ride-alongs" shall be properly documented and reported to the EMS Manager on a routine basis.

The Medical Director shall develop such other medical standards as may be necessary to ensure reliable quality emergency patient care. The Medical Director shall continuously monitor and update the Department's policies and protocols and shall conduct a complete medical protocol review and revision on an as-needed basis. In addition, the Medical Director shall develop medical protocols for enhancements of the Department's procedures and shall actively participate in the planning, development, and implementation of new programs to enhance and expand current Public Safety services.

The Medical Director shall ensure and certify that all controlled substances, medications, and fluids are properly secured in compliance with Chapter 499 and 893, Florida Statutes, and Chapter 64E-2, Florida Administrative Code. The Medical Director shall also create, authorize, and ensure adherence to the Department's procedures regarding the handling of controlled substances, medications, and fluids.

The Medical Director shall advise the Department of Health, Bureau of Emergency Medical Services whenever there is any substitution of required equipment or medication by Department personnel. The Medical Director shall prepare any necessary revisions to the transport protocols as required for submission to the Department of Health, Bureau of Emergency Medical Services.

The Medical Director shall ensure proper certification of all Department of Public Safety EMTs and paramedics through the coordination of in-service training and other professional education programs. The Medical Director shall also be responsible for ensuring the quality of the continuing medical education programs and training provided to the County's Department of Public Safety, including:

- Evaluating the educational effectiveness of the instruction, courses, and training programs in consultation with the Quality Assurance Coordinator;
- Remaining actively involved in the planning, development, and presentation of continuing medical education (CME) programs;
- Working with CME program providers to establish procedures to evaluate the clinical impact and effectiveness of the training programs;
- Serving as course director for core or remedial CME programs;

- Evaluating the performance of the Department's EMTs and paramedics during skills evaluation training sessions;

- Recommending qualified individuals to function as field training officers to assist with training program(s); and

- Contacting the Public Safety Director and the Quality Assurance Coordinator with concerns about the quality of the training program(s).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13809 **County Administrator's Report** 11. 17.
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Notices of Award for RESTORE Direct Component (Pot 1) Projects
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Notices of Award for RESTORE Direct Component (Pot 1) Projects - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board accept the following three RESTORE Direct Component (Pot 1) Grant Awards from the U.S. Department of Treasury:

A. Planning Assistance for the Carpenter Creek and Bayou Texar Revitalization Plan Grant Award No. 1 RDCGR080046-01-00, in the amount of $1,308,000;

B. Planning Assistance for the Universal Public Access Plan Grant Award No. 1 RDCGR080048-01-00, in the amount of $360,000; and

C. Planning Assistance for the Eleven Mile Creek Basin Stormwater Ponds Grant Award No. 1 RDCGR080049-01-00, in the amount of $268,800.

BACKGROUND:

On September 7, 2017, the Board approved and authorized staff to submit the 2016-2017 RESTORE Multi-Year Implementation Plan (MYIP) to the U.S. Department of Treasury. On October 20, 2017, the U.S. Department of Treasury approved the MYIP, finding it to be consistent with the RESTORE Act. The MYIP includes ten Board selected projects.

On March 1, 2018, the U.S. Department of Treasury issued Notices of Award for three of the ten projects. These projects are the Carpenter Creek and Bayou Texar Revitalization Plan, Universal Public Access Plan, and the Eleven Mile Creek Basin Stormwater Ponds Planning. Five additional projects have been submitted to the U.S. Department of Treasury and are under review. Two additional projects are awaiting additional information before application submittal.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund. The cost center will be determined during the time of the Supplemental Budget Amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the U.S. Department of Treasury Notices of Award.

PERSONNEL:

Department of Natural Resources Management staff will coordinate with the U.S. Treasury Department to implement the grants.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with the U.S. Treasury Department to implement the grants.

Attachments

BCC ResumePage-09072017
RESTORE Award-CarpenterCreekBayouTexar
RESTORE Award-UniversalPublicAccess
RESTORE Award-ElevenMileCreekBasinStormwater

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2017001012

13. RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, taking the following action concerning the RESTORE Direct Component (Pot 1) Multi-Year Implementation Plan:

A. Approving the Final 2016-2017 RESTORE Act Multi-Year Implementation Plan; and

B. Authorizing staff to submit the RESTORE Act Multi-Year Implementation Plan to the U.S. Department of Treasury.

Speaker(s):

Theresa Blackwell

2017001014

15. Escambia County Mass Transit Advisory Committee Appointment

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving to reopen opportunities to apply for this position through September 15, 2017, and reschedule, for September 21, 2017, the recommendation that the Board confirm the appointment of Andrew J. DeMartin to the Escambia County Mass Transit Advisory Committee, for a four-year term, effective September 7, 2017, through September 6, 2021, to serve as the County Administrator's representative to replace Lori R. Webster, who has resigned.

A General Alert was posted on the County's website from July 31, 2017, to August 14, 2017, seeking Escambia County residents interested in volunteering to fill a vacancy on the Escambia County Mass Transit Advisory Committee; Mr. DeMartin is the only resident who submitted a Resume expressing interest in serving on the Escambia County Mass Transit Advisory Committee.

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 RDCGR080046-01-00 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 Carpenter Creek and Bayou Texar Revitalization Plan

9a. GRANTEE NAME AND ADDRESS
Escambia County Board of County Commissioners
221 Palafox Pl
Pensacola, FL 32502-5827

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 Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages	74,741.61
b.	Fringe Benefits	26,167.48
c.	Total Personnel Costs	100,909.09
d.	Equipment	19,500.00
e.	Supplies	30,500.00
f.	Travel	0.00
g.	Construction	0.00
h.	Other	0.00
i.	Contractual	1,040,000.00
j.	TOTAL DIRECT COSTS →	1,190,909.09
k.	INDIRECT COSTS	117,090.91
l.	**TOTAL APPROVED BUDGET**	1,308,000.00
m.	Federal Share	1,308,000.00
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	1,308,000.00
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**	1,308,000.00
13. Total Federal Funds Awarded to Date for Project Period	1,308,000.00

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. RDCGR080046	c. **RDC**	d. $1,308,000.00	e.
22. a.		b.	c.	d.	e.
23. a.		b.	c.	d.	e.

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.

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 $1,227,741.33 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**
$1,308,000.00	$0.00	$1,308,000.00	$1,308,000.00	Initial Authorization, with Special Award Condition and maximum draw limit of $1,227,741.33 per SAC #1

AWARD ATTACHMENTS

Escambia County Board of County Commissioners

1 RDCGR080046-01-00

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 Carpenter Creek and Bayou Texar Revitalization 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 Carpenter Creek and Bayou Texar Revitalization Plan, specific to 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: Carpenter Creek and Bayou Texar have experienced environmental degradation since the 1950s. These waterways currently have verified 303(d) listed impairments for bacteria (fecal coliform) in addition to mercury impairments in fish tissue (throughout Florida) in Bayou Texar. While some improvements have been made to the system, the watershed lacks a holistic management plan. This plan will identify improvements and restoration based on Best Management Practices (BMP), Best Available Science (BAS), and provide a sequence for comprehensive improvements and recreational opportunities in the watershed.

PURPOSE: To develop a comprehensive restoration management plan for Carpenter Creek and Bayou Texar that addresses legacy contaminants/impairments and development pressures/practices as well as a list of future restoration activities and projects through stakeholder meetings and BAS.

OBJECTIVE: Create a planning document which will identify and plan for future development of infrastructure projects benefitting ecological resources and restoration and protection of the natural resources.

FUNDING SOURCES: This project will be completely funded by Direct Component funds.

SCOPE OF WORK:

Escambia County will plan and design the Carpenter Creek and Bayou Texar Revitalization 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. This project is a planning assistance activity towards the development of a strategic management plan to identify and address environmental restoration and conservation needs as well as recreational opportunities in Carpenter Creek and Bayou Texar, Pensacola, FL. The planning process will kick-off with a public stakeholders meeting to identify ecological impediments and community concerns. An in-depth environmental assessment will inventory and characterize existing and historic conditions of the watershed including water quality and quantity, sediment quality, species abundance and diversity, and stream health. The assessment will also qualify and quantify impacts of impervious cover encroachment, infrastructure impediments, and stormwater. All potential projects will be developed and prioritized based on assessment outcomes, will include stakeholder input, and will follow Best Management Practices (BMPs) and Best Available Science (BAS). Development of the project consists of five tasks/milestones, as follows:

Timeline:

1.	Selection of Contractor	March 2018 – Aug. 2018
2.	Public Stakeholder Meetings	Aug. 2018 – Jan. 2020
3.	Environmental/Watershed Assessment	Jun. 2018 – Nov. 2019
4.	Draft Carpenter Creek & Bayou Texar Plan	Feb. 2019 – July 2020
5.	Finalization of Design Package and Associated Work	Aug. 2020 – Jan. 2021

Task 1. Selection of Contractor

This task will include developing a scope of work, advertising 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 and will be carried out by County staff.

Task 2. Public Stakeholder Meetings

Public stakeholder meetings will play an integral role to the project as it relates to protection and restoration of the creek, bayou, and riparian buffer for the surrounding neighborhoods. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, state and local agencies, and those impacted downstream. A 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 lead two public meetings. It is expected that a meeting will be held at conceptual design and one other time. Escambia County staff will hold additional meetings as needed. This task will take approximately 18 months over the duration of the project.

Task 3. Environmental/Watershed Assessment

This task includes assessing the baseline conditions of the biological and hydrological functions of the creek and bayou as well as evaluating Best Available Science. Data will be collected both via field work and literature searches.

Water quality data will be collected in this Task. A Water Quality Monitoring Plan will be developed to determine the sample locations, frequency, and sampling parameters. The Monitoring Plan will provide guidance on water quality sampling standards based on Best Available Science. Currently, an estimated minimum of 144 water quality samples will be collected over a 12-month period at 12 locations. The budgeted water quality equipment and supplies will be utilized in Task 3 to assess the current conditions of the system. The two automatic samplers will collect water quality samples at programmed intervals, to be determined in the Monitoring Plan. The samplers maintain water quality collection hold-time standards until the samples are collected and analyzed. The multi-parameter meter is utilized to collect physical data (temperature, dissolved oxygen, salinity, pH, conductivity) and will be utilized continuously through this project.

a) Stream Assessment: This sub-task is intended to produce a geomorphic assessment for Carpenter Creek and Bayou Texar. The following will be assessed at the watershed scale and at the site or reach scale:

   Physical:
   - Geomorphic condition (creek type)
   - Dominant physical constraints
   - Sediment budget and stability of existing conditions
   - Hydrology

   Chemical:
   - Water Quality

   Biological:
   - Stream Condition Index (SCI)
   - Bioassessment
   - Wetland habitat assessment

b) Best Available Science: Although this project is only Planning Assistance, Best Available Science (BAS) will still be applied to ensure the projects in the plan, when completed, will be based off BAS. Escambia County will incorporate best management practices into the design. BAS will influence and steer the design by using data such as flooding records, observational data, water quality records, and proven techniques.

This task will take approximately 18 months and will be carried out by County staff.

Task 4. Draft Carpenter Creek & Bayou Texar Revitalization Plan

The selected contractor will meet with Escambia County staff to coordinate the design. The design will show how expansion of the floodplain and restoration of riparian habitat will restore ecological function and reduce flooding risks. Expanding the floodplain and riparian buffer is expected to increase ecological function by improving habitat and water quality of Carpenter Creek, Bayou Texar and Pensacola Bay.

a) Objectives: The perceived success or failure of many restoration projects can be as much a function of the criteria selected as the design. Therefore, the importance of establishing achievable project objectives is critical. Once established, these objectives will delineate the data collection effort, methodologies for assessments, and finally the design itself. Expected objectives include:
   - improve water quality
   - restore riparian buffer

- expand floodplain
- prevent creekbank erosion on residential properties and protect infrastructure
- prevent flooding of residential properties caused by debris or sediment in the channel
- protect bridge abutments, bridges, road crossings, and utilities
- maintain or restore fish and benthic habitat
- maintain or restore wetland habitat
- increase recreational opportunities

b) Goals: The draft design will be based off the following goals:

1. Maintain or rehabilitate environmental quality by designing and constructing stream restoration projects that:

- function naturally with channels connected to floodplains;
- provide desirable stream and riparian habitat, including overhanging root cover and large woody material;
- reduce bank erosion;
- maintain water quality;
- and are economical to design and build.

2. Protect infrastructure in channels and floodplains by designing and constructing stream restoration projects that:

- do not increase flood profiles;
- do not migrate across floodplains;
- protect valuable riparian infrastructure;
- have a low risk of failure;
- reduce potential debris downstream that plug bridges and culverts;
- improve water quality;
- and are economical to design and build.

c) Easement Acquisition: The plan will identify easement acquisition needs to implement restoration plan components. Easements will be donated to Escambia County or purchased by Escambia County. This task will support the data collection of property easements but will not purchase any easements.

d) Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Document: To include activities such as multi-criteria decision analysis, preliminary design, in-stream structure recommendation, floodplain grading and habitat plan, hydraulic modeling, final design report, vegetation plan, ecological improvement plan, invasive plant management strategy, tree preservation strategy and public involvement.

e) Design: To include activities such as 30% design development, 30% design review, 30% utility coordination, 60% design development, 60% design review, 60% utility coordination, 60% in hand walk through, 100% design development, 100% design review, 100% utility coordination and other associated documents.

This task will take approximately 18 months and will be carried out by the contracted firm.

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 the Carpenter Creek and Bayou Texar Watershed.

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 and Monitoring Plan.

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. This task will take approximately six months and will be carried out by both County staff and the contracted firm.

(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 Carpenter Creek and Bayou Texar Revitalization plan. This project will plan and design ecological restoration to revitalize the riparian buffers and improve water quality. Future projects include implementation of the restoration projects. 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 Carpenter Creek and Bayou Texar Revitalization Plan.
Other Funding: N/A

Funding Categories:

Personnel and Fringe Total: $100,909.09

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 Carpenter Creek and Bayou Texar Revitalization including document review and approval, attending regular coordination meetings with the county engineers, 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 19.31 hours per week @ $22.48/hr) = $67,727.85
Fringe: $7.87/hr = $23,712.04
Environmental Project Coordinator Total - $91,439.89

RESTORE Program Manager – The RESTORE Program Manager is responsible for oversight of grant administration.
Hourly (156 weeks, estimate of 2.00 hours per week @ $22.48/hr) = $7,013.76
Fringe: $7.87/hr = $2,455.44
RESTORE Program Manager Total - $9,469.20

Equipment greater than $5,000: $19,500.00
Equipment is needed for water quality monitoring associated with Task 3. Estimated equipment costs are based on recent quotes from industry providers and historic purchases. Equipment purchases will follow 2 CFR 200.320(b) and Escambia County Purchasing Policies. A minimum of three quotes will be secured before proceeding with a Purchase Order.

Equipment will be utilized to develop an environmental assessment and master plan for Carpenter Creek and Bayou Texar. Equipment will be utilized to monitor future implementation projects recommended in the master plan and other similar RESTORE Direct Component projects.

Equipment	Unit Price	Quantity	Ext. Price
ISCO Avalanche Refrigerated Automatic Sampler or equal	$5,700	2	$11,400
In-Situ Aqua Troll 600 Multi Parameter Meter or equal	$8,100	1	$8,100
		Total Equipment	**$19,500**

Supplies Total: $30,500.00
Supplies will be utilized for field data collection associated with water quality monitoring. Supplies include consumables and companion autosampler accessories. Total: $30,500

Supplies	Unit Price	Quantity	Ext. Price
750 Module/Low Profile Velocity Sensor or equal	$4,300	2	$8,600
674 Rain Gauge or equal	$900	2	$1,800
Avalanche Mobility Kit or equal	$550	2	$1,100
20 Liter Sample Bottle	$75	4	$300
Flowlink Software or equal	$400	1	$400
Batteries	$150	4	$600
Vinyl Suction Line	$120	2	$240
Sample Tube Strainer	$80	2	$160
Scissor Ring	$800	1	$800
Storm Box	$600	2	$1,200
Solar Power Array	$1,200	2	$2,400
Data Telemetry Module	$2,500	2	$5,000
Data Telemetry Software	$4,200	1	$4,200
Data Plan	$50	24	$1,200
Turbidity Meter	$1,100	1	$1,100
Multi Parameter Meter Accessories Kit	$1,400	1	$1,400
		Total Equipment	**$30,500**

Contractual Costs Total: $1,040,000.00

Planning and Design: Escambia County will competitively bid the scope of work for the Carpenter Creek and Bayou Texar Revitalization planning and design. The selected contractor will be awarded the funds to carry out defined portions in Tasks 2-5. Total: $980,000.00

Field/Lab Personnel (Contract Employee): Escambia County will hire a temporary part-time employee through our contract employment agency, Blue Arbor. This contract was competitively bid. This contract employee will be brought on to take water samples and perform lab analysis as outlined in Task 3. Total (for 18 months @ 20 hours/week): $35,000.00

Laboratory: Lab analysis will provide the County with baseline data for the creek. Water quality testing will be done to collect data such as nutrients, heavy metals, turbidity, and bacteria. Currently, an estimated minimum of 144 water quality samples will be collected over a 12-month period at 12 locations. Total: $25,000.00

Construction Costs Total: $0.00

Administrative/Indirect Costs Total: $117,090.91

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 = $81,963.64
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 Carpenter Creek and Bayou Texar Revitalization 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 = $35,127.27

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: $1,308,000.00

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 Carpenter Creek and Bayou Texar Master Plan. It will include tasks such as surveying, ecological and biological assessments, stormwater best management practices, regular coordination meetings, conceptual rendering, drafting designs, and monitoring plans.

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. 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.

Existing Contract: As referenced in Question 2, Contractual Costs, Escambia County has an existing contract with Blue Arbor for temporary employment services. Escambia County will utilize Blue Arbor to hire a temporary employee for the water quality data collection as outlined in Task 3 and Contractual Costs – Field/Lab Personnel (Contract Employee). $35,000 will be obligated with this contract.

- **Name:** Blue Arbor, Inc.
- **DUNS Number:** 787389860
- **FEI Number:** 56-1308931
- **Contract Execution Date:** June 11, 2015. The contract has a 3-year term with an optional (6) month extension upon agreement by both parties. Contract will then be bid out again.

- **Procurement Method:** The County issued an Invitation to Bid per Florida Statutes and followed a formal bid process (2 CFR 200.320(d)). The contractor chosen was the most responsive and responsible bidder.

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 Carpenter Creek and Bayou Texar Revitalization project and most were supportive or neutral.

Major Concerns and Responses: Public comments received relating to the Carpenter Creek Revitalization Plan Project were mostly supportive or neutral. There were concerns submitted that pertained to the quality of the work such as monitoring, ordinances, regulations, and consultant qualifications. The project will be competitively bid, and the design firm selected will have experience in stream restoration and environmental restoration. Development of the master plan will include recommended projects, a focused stream monitoring plan to measure progress, and a review of current ordinances. Recommended future projects will improve stream conditions and prevent future pollutants from entering the system.

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: Environmental 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.

Minor differences exist between the application and the 2016-17 MYIP. The only difference is the milestones/tasks have been slightly modified to better fit the project.

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.

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. <u>Disclosure of Lobbying Activities</u>

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. <u>The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)</u>

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. <u>Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance</u>

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. <u>Recording the Federal Interest in the Real Property</u>

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. <u>Revised ADA Standards for Accessible Design for Construction Awards</u>

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.

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.

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.

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.

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. <u>Disclosure of Lobbying Activities</u>

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. <u>The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)</u>

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. <u>Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance</u>

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. <u>Recording the Federal Interest in the Real Property</u>

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. <u>Revised ADA Standards for Accessible Design for Construction Awards</u>

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.

1. DATE ISSUED MM/DD/YYYY	2. CFDA NO.	3. ASSISTANCE TYPE
02/27/2018	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 RDCGR080049-01-00 Formerly	New

6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	03/01/2018	Through	02/29/2020

7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	03/01/2018	Through	02/29/2020

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 Eleven Mile Creek Basin Stormwater Ponds

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 02/28/2018

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		14,027.52
b. Fringe Benefits		4,910.88
c. Total Personnel Costs		18,938.40
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		0.00
h. Other		0.00
i. Contractual		225,425.24
j. TOTAL DIRECT COSTS →		244,363.64
k. INDIRECT COSTS		24,436.36
l. **TOTAL APPROVED BUDGET**		268,800.00
m. Federal Share		268,800.00
n. Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	268,800.00
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**	268,800.00
13. Total Federal Funds Awarded to Date for Project Period	268,800.00

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: **Ms. Kristine S Conrath, Deputy Assistant Fiscal Secretary**
Electronically Signed 02/28/2018

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. RDCGR080049	c. **RDC**	d. $268,800.00	e.
22. a.		b.	c.	d.	e.
23. a.		b.	c.	d.	e.

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.

The Approved Scope of Work includes planning, design, and permitting of Eleven Mile Creek Basin Stormwater Ponds P-3.2 and P-14 with associated drainage conveyance systems. Planning, design, and/or permitting for any other site would constitute a change in the scope of work and would require Treasury's written prior approval per Section J2 of the attached Standard Terms & Conditions.

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	02/29/2020	Final	05/29/2020

RESTORE Act - SPECIAL AWARD CONDITIONS

1. **Special Condition 1:** An ASAP Maximum Draw Limit of $251,921.27 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**
$268,800.00	$0.00	$268,800.00	$268,800.00	Initial Authorization, with Special Award Condition and maximum draw limit of $251,921.27 per SAC #1

AWARD ATTACHMENTS

Escambia County Board of County Commissioners

1 RDCGR080049-01-00

1. Approved Scope of Work
2. RESTORE ACT Standard Terms and Conditions -- August 2017

APPROVED SCOPE OF WORK

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 Eleven Mile Creek Basin Stormwater Ponds
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: City/Town: County/Parish: State: Zip code:	221 Palafox Place Pensacola Escambia County Florida 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, design, and permitting for the Eleven Mile Creek Basin Stormwater Ponds, specific to 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: Flood control is needed to protect the surrounding and downstream infrastructure. Eleven Mile Creek is a 303(d) listed impaired waterbody. Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria. Observational data shows evidence of low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and unionized ammonia. Additional stormwater treatment and attenuation will improve coastal flood protection and water quality.

PURPOSE: To reduce downstream stormwater flow rates, expand and/or improve adjoining floodplains/wetlands, improve coastal flood protection, and improve overall water quality for the downstream outfall locations.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure.

FUNDING SOURCES: This project will be completely funded by Direct Component funds.

SCOPE OF WORK:
Escambia County will plan, design, and permit the Eleven Mile Creek Basin Stormwater Ponds 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 Eleven Mile Creek Basin Stormwater Ponds project is a planning assistance activity which will plan and design fourteen (14) new stormwater ponds in the Eleven Mile Creek basin that will provide flood attenuation, improve water quality, expand and/or improve adjoining floodplains/wetlands, and have a direct positive impact on coastal areas of Escambia County that border Perdido Bay. These pond/stream restoration sites in the Eleven Mile Creek basin have been evaluated in a recently completed due diligence report performed by the County. This application will design and permit two (2) Stormwater Ponds out of fourteen (14), and associated drainage conveyance system. Currently, ponds P-3.2 and P-14 are identified to be designed. Construction of fourteen (14) new stormwater ponds will directly improve water quality, reduce downstream flooding, reduce flooding of property adjoining the flood plain, and reduce the amount of sedimentation and pollutants that enter Perdido Bay. Development of the project consists of five tasks/milestones, as follows:

Timeline:

1.	Selection of Contractor	March 2018 – Aug. 2018
2.	Public Stakeholder Meetings	Sep. 2018 – Feb. 2020
3.	Design	Sep. 2018 – Aug. 2019
4.	Permit Approval	March 2019 – Feb. 2020
5.	Finalization of Design Package and Associated Work	Sep. 2019 - Feb. 2020

Task 1. Selection of Contractor

This task will include coordinating with the Escambia County Engineering Division to develop a scope of work, releasing the request for letters of interest and qualifications (RLI & RFQ), selection of the engineering 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. Public Stakeholder Meetings

Public stakeholder meetings will play an integral role to the project as it relates to the flooding of affected neighborhoods. These meetings will be held through the duration of the project. The selected engineering contractor will lead the two meetings. As of now, it is expected that a meeting will be held at 60%, and at 90% completion. This task will take approximately 18 months, throughout the duration of the project.

Task 3. Design

The selected engineering contractors will meet with the Escambia County Engineering and RESTORE staff to coordinate the design. The draft design will be based on the following goals:

1. Protect infrastructure in the surrounding area by designing and constructing a stormwater pond that:
- does not increase flood profiles;
- improves stormwater treatment for nutrients and sedimentation;
- functions naturally with channels connected to floodplains;
- protects valuable infrastructure;
- has a low risk of failure;
- improves water quality;
- and is economical to design and build.

Contractors will survey the site and ensure all stormwater retention, collection, and/or treatment features will be designed to the correct specifications. The design will show how the stormwater ponds connects into the conceptual treatment train. The ponds will collect and treat stormwater to reduce coastal flooding and improve the water quality of Eleven Mile Creek and Perdido Bay.

In addition to the project draft design, evaluation of the following will be considered:

- permitting requirements (surveying, clearing, earth-moving, dredging, cultural resources)
- ownership/land rights
- site access (season, timing, and physical limitations)
- material availability (earth materials, plant materials)
- construction scheduling (season, environmental windows flow conditions)
- local ordinances
- tolerance for risk and uncertainty
- utilities (underground, overhead)
- pollution control (instream, parking areas, sediment control, chemical control)
- safety concerns (working on slopes, in water, around heavy equipment, using hand tools)
- threatened or endangered species
- operation and maintenance of stormwater facilities

Selected engineering contractors will meet with the Escambia County Engineering and RESTORE staff regularly to ensure the project goals are being met. Additionally, the Escambia County Environmental Project Coordinator will ensure the contractor continues to meet the RESTORE Act, U.S. Treasury, and 2CFR 200 rules, regulations, and policies. The Environmental Project Coordinator will also be responsible for managing the project for Escambia County and sending progress reports to the U.S. Treasury. This task will take approximately 12 months.

Task 4. Permitting Approval

This task will parallel design as the selected contractors will send in applications to the appropriate permitting agencies. Additionally, in coordination with the Environmental Project Coordinator they will send the project scope and design through the Florida Clearing House and ensure all the RESTORE Environmental Checklist requirements have been met (i.e., NEPA). This task will take approximately 12 months.

Task 5. Finalization of Design Package and Associated Work

This task will include packaging the final design plans and associated work to have two (Currently, ponds P-3.2 and P-14) of the fourteen stormwater ponds/floodplain restoration designed for the Eleven Mile Creek Basin Stormwater Pond Project.

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 and the Success Criteria and Monitoring Plan.

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.

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, design, and permitting for two out of a fourteen regional pond system. Escambia County will design the ponds as property is acquired within one of the locations identified in the due diligence report (available upon request). Escambia County currently owns one site (map attached) while the second is being procured using Local Option Sales Tax. The exact location of the ponds designed may change; however, it will stay within the same system and be a location identified in the due diligence report. Ponds will not be designed until the County has acquired the property. Future projects include construction of the stormwater ponds and design and construction of the 12 remaining ponds, as funding becomes available and property acquisition is successful. The 2016-17 MYIP outlines that only planning, design, and permitting 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/design/permitting of the Eleven Mile Creek Basin Stormwater Ponds.
Other Funding: N/A

Funding Categories:

Personnel and Fringe Total: $18,938.40
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, design and permitting of the Eleven Mile Creek Basin Stormwater Ponds project including document review and approval, attending regular coordination meetings with the county engineers, 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 project.
Hourly (104 weeks, estimate of 5 hours per week @ $22.48/hr) = $11,689.60
Fringe: $7.87/hr = $4,092.40

Environmental Project Coordinator Total - $15,782.00

RESTORE Program Manager – The RESTORE Program Manager is responsible for assistance of the grant administration of tasks 1-5.

Hourly (104 weeks, estimate of 1.00 hour per week @ $22.48/hr) = $2,337.92
Fringe: $7.87/hr = $818.48
RESTORE Program Manager Total - $3,156.40

Equipment greater than $5,000: $0.00

Supplies Total: $0.00

Contractual Costs Total: $225,425.24
Escambia County will competitively procure the Eleven Mile Creek Basin Stormwater Ponds planning, design and permitting. The selected contractor will be awarded the funds to carry out tasks 1-5.

Construction Costs Total: $0.00

Administrative/Indirect Costs Total: $24,436.36

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 = $17,105.45
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 Carpenter Creek and Bayou Texar Revitalization 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 = $7,330.91

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: $268,800.00

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, design, and permitting of the Eleven Mile Creek Basin, Stormwater Ponds (P-3.2 and P-14). It will include tasks such as surveying, stormwater best management practices, regular coordination meetings, conceptual rendering, drafting designs, permit applications, and monitoring plans.

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. 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 and monthly reports. 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 Eleven Mile Creek Basin project and most were supportive or neutral.

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: Environmental Project Coordinator, Escambia County
Responsibilities: Serves as project manager and oversees daily coordination and implementation of the tasks associated with the grant.

Name: Christopher "Chris" A. Curb
Role: Engineering Project Manager
Title: Stormwater Engineering Manager, Escambia County
Responsibilities: Management, oversight, and implementation of the tasks associated with the overall project and related to engineering expertise, as well as tasks associated with grant management.

Name: To be assigned
Role: Project Engineering Coordinator
Title: Engineering Project Coordinator/Technician, Escambia County
Responsibilities: Daily oversight and coordination of the tasks associated with the grant specifically associated with tasks related to engineering expertise.

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.

Several technical alterations are reflected in the application scope of work. The pond sites referenced in the 2016-17 MYIP were based on reports completed in 1999 and 2015, which identified eleven (11) potential stormwater pond sites. In fall 2017, Escambia County, through Mott MacDonald, completed the Eleven Mile Creek Due Diligence Report. The Due Diligence Report identified and prioritized fourteen (14) potential stormwater pond sites that are practical and usable for stormwater capture and treatment. In the 2016-17 MYIP, only one pond site was proposed for design. Two pond sites are now proposed for design per the findings of the Due Diligence Report. Site 1 is identified in the Due Diligence Report as Pond-3.2 and is owned by Escambia County. It is the fifth prioritized pond site. Site 2 is identified in the Due Diligence Report as Pond P-14 and is being evaluated for acquisition by the County. It is the third prioritized pond site. Appraisals, title opinions, and voluntary property owner participation for property acquisition is standard practice for Escambia County property acquisitions.

The milestones/tasks have been slightly re-arranged to better suite the project.

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.

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. <u>Disclosure of Lobbying Activities</u>

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. <u>The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)</u>

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. <u>Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance</u>

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. <u>Recording the Federal Interest in the Real Property</u>

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. <u>Revised ADA Standards for Accessible Design for Construction Awards</u>

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-13817 **County Administrator's Report** **11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/15/2018
Issue: Agreement of Purchase and Sale of Mitigation Credits - Willowbrook Drainage Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement of Purchase and Sale of Mitigation Credits for the Willowbrook Lake Dam Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Agreement of Purchase and Sale of Mitigation Credits for the Willowbrook Lake Dam Project located on Chemstrand Road:

A. Approve the Agreement between Escambia County and Westervelt Ecological Services, LLC, a Delaware limited liability company;

B. Authorize the Chairman or Vice Chairman to execute the Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board;

C. Direct staff to move ahead with mitigation; and

D. Approve funds, in the amount of $71,550, for the purchase of the Mitigation Credits.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #15EN3325]

BACKGROUND:

Willowbrook Lake was built in the late 1950's when Willowbrook Subdivision was established. The dam to Willowbrook Lake not only retained water for the residents to have lakefront property, but also functioned as a means of treatment of stormwater from the surrounding basin.

During the April 2014 Rainfall Event, water breached the dam and caused extensive damage to the structure and to Chemstrand Road.

While the project was in the design and permitting phase, wetlands in the bottom of the lake naturally reestablished. Because of this, the conditions of Army Corps of Engineers (ACOE) permit require the County to purchase upland credits to compensate for wetland impacts that will occur with these improvements.

Once the County purchases the mitigation credits, reconstruction of the dam can occur, and the

lake area will again manage runoff and provide stormwater treatment for approximately 1,200 acres that will outfall into Clear Creek, and eventually Escambia River.

The design is scheduled to be complete by March 31, 2018.

BUDGETARY IMPACT:

Funds for the mitigation credits are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #15EN3325.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mitigration Credits Agreement

AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

This Agreement of Purchase and Sale of Mitigation Credits **("Agreement")** is entered into as of March____, 2018 by and between ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS **("Buyer")**, and WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company **("Owner")**.

RECITALS

A. Owner owns certain property located in Santa Rosa County, Florida, which Owner has developed into the Pensacola Bay Mitigation Bank (the **"Bank")**. The Florida Department of Environmental Protection ("FDEP") wetland resource / mitigation permit number for the Bank is 0284438-001. The United States Army Corps of Engineers **(the "USACE")** permit number for the Bank is SAJ-2007-04377-IP-EPS.

B. The Owner was approved by the USACE to offer for sale 1.59 Palustrine Emergent Wetland Mitigation Credits as assessed by the Uniform Mitigation Assessment Method (UMAM) per Chapter 62-345, F.A.C. **(the "Mitigation Credits")** from the Bank.

C. Buyer is seeking to implement the project described on Exhibit "B" attached hereto (the **"Project")**, and seeks to provide compensatory mitigation for wetlands by purchasing Mitigation Credits from Owner.

D. Buyer desires to purchase from Owner and Owner desires to sell to Buyer Mitigation Credits in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Owner hereby agree as follows;

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.1. Purchase and Sale. Owner shall sell to Buyer and Buyer shall purchase from Owner the Buyer Mitigation Credits on terms and conditions specified in this Agreement.

1.2. Purchase Price. Owner hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Owner 1.59 Palustrine Emergent Mitigation Credits from Seller's Bank at a price of forty five thousand and No/100 Dollars ($45,000) per credit ("Per Credit Price"). Seller hereby sells to Buyer a total of one and fifty nine hundredths (1.59) mitigation credits and Buyer agrees to pay Seller a total of Seventy one thousand five hundred and fifty and No/ 100 Dollars ($71,550) (the "Purchase Price").

1.3. Payment. The Purchase Price shall be due before May 28, 2018. Checks should made be payable to Westervelt Ecological Services LLC. Upon verification that Buyer has paid the Purchase Price to Seller, Seller shall deliver to Buyer an executed Bill of Sale similar to that which is attached hereto

as Exhibit "A" and notify all appropriate parties of the completed transaction. The sale and transfer contemplated herein is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in the Property or the Bank, nor the granting of any interest in the foregoing. Further, each party shall pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.

ARTICLE 2. MISCELLANEOUS

2.1. Limitation on Liability. Notwithstanding any other provision of this Agreement, in no event will Owner or Buyer be liable to the other party for any indirect, special, consequential or incidental damages, or loss of profits or loss of goodwill, regardless of whether the Owner or Buyer has been informed of the possibility of such damages or is negligent, and whether or not such damages were reasonably foreseeable.

2.2. Captions. All section captions used in this Agreement are for reference only and shall not be considered in interpreting the provisions of this Agreement.

2.3. Integration. This Agreement contains the entire agreement of Buyer and Owner, superseding any and all prior written or oral agreements between them concerning the subject matter contained herein, and Buyer and Owner hereby release each other from any and all rights, obligations and claims under such prior agreements.

2.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Buyer and Owner.

2.5. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

2.6. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A facsimile of a duly executed copy of this Agreement shall be deemed for all purposes as receipt of an originally signed document, and any such copy bearing a facsimile signature shall be binding upon, and enforceable against, the party to be charged thereby.

2.7. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future right to enforce such provision or any other provision hereof.

2.8. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida.

2.9. Construction. Buyer and Owner hereby acknowledge and agree that (a) each party to this Agreement is of equal bargaining strength, (b) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (c) each such party has consulted or has had the opportunity to consult with such party's own independent counsel, and such other professionals as such party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such party and such party's counsel and

advisors have reviewed the Agreement and following such review each party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the drafting party(ies) shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

2.10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by Buyer or Owner to create a relationship of principal and agent, partnership, joint venture or any other association between Buyer and Owner.

2.11. Transferability. The Mitigation Credits sold and transferred to Project shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

IN WITNESS WHEREOF, Buyer and Owner have executed this Agreement as of the date first set forth above.

OWNER:
WESTERVELT ECOLOGICAL SERVICES, LLC

By:_____

Name: Kelly Sands

Its: Business Development Manager

BUYER:
AGENCY ESCAMBIA COUNTY B.O.C.C.
Board of County Commissioners
Escambia County, Florida

By:_____

Name: Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL) _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/8/18

EXHIBIT A TO AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

BILL OF SALE

For valuable consideration, the receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("Owner"), does hereby bargain, sell and transfer to ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS ("Buyer"): 1.59 Palustrine Emergent Mitigation Credits from Pensacola Bay Mitigation Bank which Owner has preserved in accordance with that certain Agreement of Purchase and Sale of Mitigation Credits entered into by and between Owner and Buyer dated as of March____, 2018 ("Mitigation Purchase Agreement"). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mitigation Purchase Agreement.

DATED: _____

WESTERVELT ECOLOGICAL SERVICES, LLC.
a Delaware limited liability company

BY: _____

Name: Kelly Sands

Title: Business Development Manager, Southeast Region

EXHIBIT B TO AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

DESCRIPTION OF PROJECT TO BE MITIGATED

Permittee:	Escambia County Board of County Commissioners
Project:	Willowbrook Lake Dam Replacement
USACE File No.:	SAJ-2016-00603 (SP-HMM)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13777 **County Administrator's Report** **11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/15/2018
Issue: Funding for the 2018 Gulf Coast Summer Fest Jazz Edition
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Request for the 2018 Gulf Coast Summer Fest Jazz Edition - Commissioner Grover Robinson, District 4

That the Board approve funding $15,000, requested by Banks Enterprise, LLC, for the 2018 Gulf Coast Summer Fest Jazz Edition which will be held on Saturday, September 1, 2018, at the Pensacola Community Maritime Park, from Commissioner Grover Robinson'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]

BACKGROUND:

The requested funding for the 2018 Gulf Coast Summer Fest Jazz Edition will be used as follows:

1. Advertising (including magazine, newspaper, radio, television and Geo-fencing.
2. Venue rental.
3. Fence construction around the venue (Hurricane Fencing Company).
4. Keep Pensacola Beautiful (cleaning the venue after the event).

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

Attachments

Gulf Coast Summer Fest Jazz Edition.

PENSACOLA BAY CENTER BOX OFFICE, (PENSACOLA, FLORIDA) | TICKETMASTER.COM | CHARGE BY PHONE AT 1-800-745-3000
THE FIRST 200 TICKETS WILL BE SOLD AT THE DISCOUNT PRICE OF $60.00 (SERVICE FEES NOT INCLUDED).
GENERAL ADMISSION $75 | DAY OF EVENT $85 | PREFERRED TABLE SEATING $125 PER SEAT | GATES OPEN: 2:30 PM

BRING YOUR LAWN CHAIRS; COOLERS & UMBRELLAS AND COME ENJOY THIS ONE OF A KIND EXPERIENCE. ALL GLASS CONTAINERS; GRILLS; WEAPONS; AND TENTS ARE PROHIBIT INSIDE THE VENUE. PERSONS UNDER 18-YEARS OF AGE ARE NOT ALLOWED. ALL PERSONS AND PROPERTY ARE SUBJECT TO SEARCH UPON ENTRANCE TO THE VENUE. PLEASE REGISTER AT WWW.GULFCOASTSUMMERFESTJAZZEDITION.COM TO GET THE LATEST UPDATES AND DISCOUNT ON ROOMS. THIS MIGHT TURN INTO A TWO DAY EVENT SO REGISTER TO STAY IN THE KNOW.

THIS IS A BONEY JAMES BIRTHDAY CELEBRATION, SO COME AND JOIN THE PARTY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13758 **County Administrator's Report** **11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/15/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

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

A. CDAC Behavioral Healthcare, in the amount of $2,000;

B. Camp Fire Gulf Wind, Inc., in the amount of $750;

C. Onbikes Pensacola, Inc., in the amount of $2,500;

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

E. WSRE-TV Foundation, Inc., in the amount of $2,500.

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):
CDAC Behavioral Healthcare - $2,000
Camp Fire Gulf Wind Inc - $750
Onbikes Pensacola Inc - $2,500
Gulf Coast Kid's House - $20,000
WSRE-TV Foundation Inc - $2,500

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

CDAC Behavioral Healthcare
Camp Fire Gulf WInd Inc
Onbikes Pensacola Inc
Gulf Coast Kid's House
WSRE-TV Foundation Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 26, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

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 26, 2018

CDAC Behavioral Healthcare
Attn: Denise Manassa
3804 North 9th Avenue, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 14, 2018.

Dear Denise Manassa,

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,000. 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. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

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: CDAC Behavioral Healthcare DATE 02/14/2018

POINT OF CONTACT Denise Manassa PH# (850) 434-2724

EMAIL ADDRESS: dmanassa@cdac.info ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/01/2018 AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: CDAC Behavioral Healthcare - Project Graduation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3804 North 9th Avenue 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 LS (Initial)

NAME OF CERTIFYING OFFICIAL Leashia Scrivner

TITLE OF CERTIFYING OFFICIAL CEO/Executive Director

SIGNATURE (Digital) Leashia Scrivner **DATE** 2-14-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed

DAVID MORGAN, SHERIFF

DATE 3/23/2018

1/2018

ORGANIZATION/AGENCY NAME:

CDAC Behavioral Healthcare

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

SEE Attachment.

Purpose of Project Graduation

Let's Keep the Tradition and Commitment Going!

Project Graduation began nationally as parents and school personnel realized they could not overlook the dangers of graduation night parties. Graduation night can bring high numbers of alcohol and drug impaired automobile crashes and other risky behavior. Locally, Project Graduations are safe, all-night celebrations that bind childhood classmates together for one last celebration, their first class reunion, and an evening of fun.

CDAC, along with **your partnership** and other Project Graduation partners, Studer Foundation, Pensacola Police Department, Santa Rosa Sheriff's Office, Coastal Bank and Trust, Florida Blue, Barnes Insurance and Financial Services and others all strive to provide for the health and well-being of people in the community. Project Graduation sponsors support the graduates' choice to safely celebrate alcohol and drug free. In recent years nationally and locally we have seen a slight decline or stability in youth drug and alcohol use which is an indicator that we are making a difference. However, the need to provide these safe celebrations is still necessary as indicated by the Florida Youth Substance Abuse Survey showing approximately 53.6% of our high school students report alcohol use and 31.75% report marijuana use in their lifetime. 5.6% report that they have driven under the influence of alcohol and 8.8% have driven under the influence of Marijuana 30 days prior to taking the survey. With the growing Opioid crisis and prescription medication misuse/abuse concern state-wide we are concerned that our students are at high risk of abuse because they already report that about 10% of them misuse prescription medication. According to the 2016 Surgeon General's Report alcohol misuse and alcohol use disorders alone cost the U.S. approximately $249 billion in lost productivity, health care expenses, law enforcement, and other criminal justice costs. Plus, the National Center on Addiction and Substance Use stated in a 2011 article that adolescent substance use is America's number 1 public health problem. Project Graduation celebrations and your donation can help reduce this economic cost and help keep graduates safe and off the roads.

In 2018 CDAC will celebrate its 33rd year providing support and technical assistance to Project Graduation. We are also very proud that supporters like you continue to help us stay true to Project Graduation's original premise – a fun-filled, drug and alcohol-free night that offers graduates a safe way to celebrate with their peers for one last time before heading out on their new life adventures. As an attendee it is always pleasing when I hear comments from the students like: "Having a blast with all my friends!" and "I love the art design on my Project Graduation T-shirt." I know that we as a community are truly impacting their lives in a positive way.

With your contribution, the Escambia County Sheriff's logo will be on the Project Graduation print material, shirts, and CDAC's website showing our community your support. Graduates also know that you support their efforts to be drug and alcohol-free on graduation night.

2017 Project G BACK - white shirt
Black Turquoise
AthPink GoldTan

Supporting Healthy Lifestyles
CDAC
Making a Difference

SHERIFF DAVID MORGAN says,
"YOUR LIFE... YOUR COMMUNITY...
NO PLACE FOR
DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE
Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies.

PENSACOLA
DEPARTMENT
POLICE

SANTA ROSA SHERIFF'S OFFICE
KEEPING OUR COMMUNITY SAFE

Coastal Bank and Trust
a division of SYNOVUS BANK
MEMBER FDIC

STUDER
FOUNDATION

Servis 1st Bank
OUR NAME IS OUR MISSION.
Member FDIC | Equal Housing Lender

BIFS
Dedicated To You

Florida Blue
In the pursuit of health

FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 8, 2017

LEASHIA SCRIVNER
3804 N 9TH AVE
PENSACOLA, FL 32503

Re: Document Number 721412

The Articles of Amendment to the Articles of Incorporation for THE COMMUNITY DRUG AND ALCOHOL COUNCIL, INC. which changed its name to CDAC BEHAVIORAL HEALTHCARE, INC., a Florida corporation, were filed on June 5, 2017.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Rebekah White
Regulatory Specialist II
Division of Corporations

Letter Number: 517A00011612

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 13, 2001

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-1380927

The Community Drug and Alcohol Council, Inc.
803 N. Palafox St.
Pensacola, FL 32501-3113038

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on February 26, 1998. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in February of 1973 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The Community Drug and Alcohol Council, Inc.
59-1380927

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

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.
CDAC Behavioral Healthcare, 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 Corporation

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.
3804 N. 9th Avenue

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	–	1	3	8	0	9	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 ▶ Patti Burke Date ▶ 2/7/18

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.*

0000017 02/25/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012617789C-0	03/31/2014	03/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE COMMUNITY DRUG AND ALCOHOL
COUNCIL INC
3804 N 9TH AVE
PENSACOLA FL 32503-8813

Is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 28, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

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 28, 2018

Camp Fire Gulf Wind Inc.
Attn: Tammy Inbau-Byrer
1814 Creighton Road, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 23, 2018.

Dear Tammy Inbau-Byrer,

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, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $750. 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. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

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: Camp Fire Gulf Wind, Inc, DATE 02/23/2018

POINT OF CONTACT Tammy Inbau-Byrer PH# (850) 476-1760

EMAIL ADDRESS: tbyrer@cfgulfwind.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/09/2018 AMOUNT REQUESTED: $ 750

CHECK PAYABLE TO: Camp Fire Gulf Wind

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1814 Creighton Road 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 TIB (Initial)

NAME OF CERTIFYING OFFICIAL LaVonne Haven

TITLE OF CERTIFYING OFFICIAL CEO

SIGNATURE (Digital) LaVonne Haven Digitally signed by LaVonne Haven Date: 2018.02.23 15:48:17 -06'00'

DATE 02/23/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $750.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 2/28/18

DAVID MORGAN, SHERIFF

DATE 2/28/2018

ORIGINAL

1/2018

ORGANIZATION/AGENCY NAME:

Camp Fire Gulf Wind, 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

Youth Success Ceremony is an event where the Escambia Juvenile Justice Council recognizes youth involved with DJJ for outstanding achievements. The theme: "Encouraging Students to Discover Their Purpose & Explore Their Success!"

Youth Success Ceremony is a crucial part of encouraging students to discover their purpose and explore their success. In education and general child rearing, you are taught to "catch them doing good". Youth involved with DJJ are rarely caught doing good. Often when they are not engaged in delinquent behavior, they are blamed for it. Guilt by associations. This Ceremony may be the one time they are "caught doing good" by authorities like the ECSO, DJJ and the judicial system. Make no mistake that the Youth Success Ceremony is a participation award but a real recognition of outstanding achievements.

Camp Fire Gulf Wind, Inc. is acting as the fiscal agent for the EJJC Youth Success Week.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752431419
Apr. 01, 2014 LTR 4167C 0
13-1623921 000000 00
00036742
BODC: TE

CAMP FIRE NATIONAL HEADQUARTERS
1100 WALNUT ST STE 1900
KANSAS CITY MO 64106-2239

see following list

8493

Employer Identification Number: 13-1623921
Group Exemption Number: 1409
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Camp Fire National Headquarter:

This is in response to your Mar. 21, 2014, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in March,1958, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim D. Bailey

Kim D. Bailey
Operations Manager, AM Operations 3

Camp Fire
Light the fire within

June 17, 2015

To Whom It May Concern:

Camp Fire National Headquarters is recognized as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code, as referenced by the attached letter. This is a group exemption, and all of its subsidiary organizations are included as tax-exempt organizations under this group exemption per the attached listing.

Currently, the Internal Revenue Service reflects all subsidiaries in its records with the parent organization name (Camp Fire National Headquarters) listed first and the name of the subsidiary organization listed second. Each subsidiary of Camp Fire National Headquarters is incorporated independently in its own respective state and files its own individual 990 tax return.

If you have any questions about this, please contact me at patti.gardner@campfire.org or 800-669-6884, extension 2020.

Sincerely,

Patti J. Gardner
Chief Financial Officer

362371221	SUB	CAMP FIRE NATIONAL HEADQUARTERS 45 W ROOSEVELT RD ILLINOIS PRAIRIE	LOMBARD	IL	60148-4401453	06
381357991	SUB	CAMP FIRE NATIONAL HEADQUARTERS 220 W MAIN ST STE 203 MIDLAND COUNTY	MIDLAND	MI	48640-5184532	06
381359241	SUB	CAMP FIRE NATIONAL HEADQUARTERS 9750 MILFORD RD SOUTHEAST MICHIGAN	HOLLY	MI	48442-8939504	06
381359501	SUB	CAMP FIRE NATIONAL HEADQUARTERS 1257 E BELTLINE AVE NE WEST MICHIGAN	GRAND RAPIDS	MI	49525-4503571	06
396007917	SUB	CAMP FIRE NATIONAL HEADQUARTERS 315 SOUTH ONEIDA AVE SUITE 203 ONEIDA INC	RHINELANDER	WI	54501-3422158	06
410706116	SUB	CAMP FIRE MINNESOTA 4829 MINNETONKA BLVD STE 202 MINNESOTA	ST LOUIS PARK	MN	55416-2211526	06
420680459	SUB	CAMP FIRE NATIONAL HEADQUARTERS 5615 HICKMAN RD CAMP FIRE HEART OF IOWA	DES MOINES	IA	50310-1119153	06
420681102	SUB	CAMP FIRE NATIONAL HEADQUARTERS 6300 ROCKWELL DRIVE NE IOWANA	CEDAR RAPIDS	IA	52402-7216993	06
426076687	SUB	CAMP FIRE NATIONAL HEADQUARTERS 205 1/2 E 1ST ST MONTICELLO	MONTICELLO	IA	52310-0000000	06
450259765	SUB	CAMP FIRE NATIONAL HEADQUARTERS PO BOX 625 NORTHERN STAR	MOORHEAD	MN	56561-0625257	06
470401379	SUB	PLATTE VALLEY COUNCIL 2013 BROADWAY	SCOTTSBLUFF	NE	69361-1903138	06
580603138	SUB	CAMP FIRE NATIONAL HEADQUARTERS 92 CAMP TOCCOA DR GEORGIA COUNCIL	TOCCOA	GA	30577-6822929	06
590637819	SUB	CAMP FIRE NATIONAL HEADQUARTERS 2600 BUCKINGHAM AVE SUNSHINE INC	LAKELAND	FL	33803-3109000	06
592250890	SUB	CAMP FIRE NATIONAL HEADQUARTERS 1814 CREIGHTON RD GULF WIND INC	PENSACOLA	FL	32504-7212149	06

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0441972881
Sep 22, 2015 LTR 147C
59-2250890

CAMP FIRE NATIONAL HEADQUARTERS
GULF WIND INC
1814 CREIGHTON RD
PENSACOLA FL 32504-7212 149

Taxpayer Identification Number: 59-2250890

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 22nd, 2015.

Your Employer Identification Number (EIN) is 59-2250890. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Doyle
1000144094
Customer Service Representative

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.
Camp Fire Gulf Wind, 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.
1814 Creighton Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola FL 32504

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
59 - 2250890

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 ▶ LaSonne Haven Date ▶ 2-26-18

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.*

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012528960C-8	08/31/2014	08/31/2019	SOC CORPORATION
Certificate Number	Effective Date	Expiration Date	Business Code

This certifies that

CAMP FIRE USA GULF WIND COUNCIL INC
1814 CREIGHTON RD
PENSACOLA FL 32504-7212

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.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 28, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

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 28, 2018

Onbikes Pensacola Inc.
Attn: Alex Andrade
350 W. Cedar Street Suite 100, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 26, 2018.

Dear Alex Andrade,

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 Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. 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. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

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)

☐ 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: Onbikes Pensacola, Inc. DATE 02/26/2018

POINT OF CONTACT Alex Andrade PH# (850) 462-4776

EMAIL ADDRESS: ralexandrade@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/25/2018 AMOUNT REQUESTED: ~~$ 10,000~~ $2,500.00

CHECK PAYABLE TO: Onbikes Pensacola, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 350 W Cedar St., Suite 100 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 RAA (Initial)

NAME OF CERTIFYING OFFICIAL
R. Alex Andrade

TITLE OF CERTIFYING OFFICIAL
Vice President

SIGNATURE (Digital)
R. Alex Andrade
Digitally signed by R. Alex Andrade
DN: cn=R. Alex Andrade, o=onbikes Pensacola, inc., ou, email=ralexandrade@mhw-law.com, c=US
Date: 2018.02.26 08:59:45 -06'00'

DATE
02/26/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT

Date processed 2/28/18

DAVID MORGAN, SHERIFF

DATE 2/28/2018

ORIGINAL

1/2018

ORGANIZATION/AGENCY NAME:

Onbikes Pensacola, 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

Onbikes Pensacola was started in 2016 to provide bikes, helmets and bike locks to at risk children in Escambia County. Since its inception, Onbikes has provided over 1000 bikes to, among others:

Families First Foster Care Program,
Studer Community Institute,
Ronald McDonald House,
Escambia County Schools,
Big Brothers Big Sisters of Northwest Florida,
Boys and Girls Club,
Guardian ad Litem,
The Arc Gateway,
Mr. Robbins Neighborhood,
Children's Home Society,
Gulf Coast Kids House,
Dixon School of the Arts,
C. A. Weis Elementary School,

With these bikes, children of all ages have been given an opportunity to learn independence and responsibility. These bikes provide young people with their first opportunity to travel to their first jobs, to ride their bikes to school, sports activities or their friend's house.

Onbikes is requesting $10,000 to make the Escambia County Sheriff's Office the title sponsor of its bike building event on April 21, 2018. These events bring families and civic organizations together to help assemble every bike given away. They attract hundreds of engaged citizens and are a fun opportunity for groups to do something unique and tangible for children in Escambia County.

Engaged, employed and active young people are less likely to commit property crimes or violence. Showing young people how to properly secure their bikes and wear a bike helmet allows them to learn the importance of safety and protecting against theft. Giving young people bicycles, helmets and locks

JUSTIFICATION CONT.

as an alternative mode of transportation allows them to travel safely while engaging in a healthy activity.

Every bike given away comes with a bag. The bags hold the bikes locks, helmets and a bike safety brochure. The ECSO could provide whatever written material it wants to go in the bags to be given to the children receiving bikes this spring.

Onbikes intends to build between 800-1000 bikes in 2018. This April, Onbikes currently intends to buy and build 100 bikes. With a contribution of $10,000, Onbikes would be able to build an additional 130 bikes; more than doubling the amount of bikes, helmets and locks Onbikes could provide to children in Escambia County.

Onbikes is a 100% volunteer organization. Every dollar contributed will go towards purchasing more bicycles and safety equipment. Onbikes purchases its bikes directly from a manufacturer to maximize the number of bikes it is able to give away.

In December, Onbikes will host its annual Winter Wonder Ride. The Winter Wonder Ride is a slow bike ride through downtown Pensacola and a party in Old Seville Square. Over 200 people attended the Winter Wonder Ride in 2017. As a sponsor, ECSO would receive tickets to the Winter Wonder Ride, and would be honored at the event.

WINTER WONDER

on bike

BATMAN
BATMAN
BATMAN

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 29 2016

ONBIKES PENSACOLA INC
350 WEST CEDAR STREET SUITE 100
PENSACOLA, FL 32502-0000

Employer Identification Number:
81-3322216
DLN:
26053610001626
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 21, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

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.

ONBIKES PENSACOLA INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONBIKES PENSACOLA, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ NONPROFIT, TAX-EXEMPT, 501(c)(3) CORPORATION

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 1
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
350 WEST CEDAR STREET STE. 100

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
_ _ _ - _ _ - _ _ _ _

or

Employer identification number
8 1 - 3 3 2 2 2 1 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 9/1/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

0000033 12/10/16

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
85-8017128570C-8	12/05/2016	12/31/2021	501(C)(3) ORGANIZATION

This certifies that

ONBIKES PENSACOLA INC
350 W CEDAR ST
PENSACOLA FL 32502-4910

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.

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 28, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
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Pensacola, Florida 32523
(850) 436-9630

LOCATION
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Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 28, 2018

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 February 27, 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. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

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: Gulf Coast Kid's House DATE 02/27/2018

POINT OF CONTACT Stacey Kostevicki PH# (850) 595-5780

EMAIL ADDRESS: executivedirector@gckh.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/15/18 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) Stacey Kostevicki Digitally signed by Stacey Kostevicki Date: 2018.02.27 14:22:33 -06'00'

DATE 02/27/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $20,000.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT

Date processed 2/28/18

DAVID MORGAN, SHERIFF

2/28/2018 DATE

ORIGINAL

1/2018

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 prevent child abuse through the annual regional awareness campaign, From Blue to Better. The campaign takes place every 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 seven children in Escambia County, a total of 4,800 reports. 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.

Second, $10,000 will be used to support the safety of Gulf Coast Kid's House staff and clients. through the installation of ballistic tint in the Gulf Coast Kid's House lobby. 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. The latest recommendation from PPD was to install ballistic tint on our front windows.

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. There are multiple sponsorship levels available.

We appreciate any support you can provide on these three projects.

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.

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

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.
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** ▶ [signature] **Date** ▶ 1/11/18

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.*

0000026 01/26/16

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.

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 28, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

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 28, 2018

WSRE-TV Foundation Inc.
Attn: Suzie Payne
1000 College Blvd, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 27, 2018.

Dear Suzie Payne,

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 $2500. 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. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

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: WSRE-TV Foundation, Inc. DATE 02/27/2018

POINT OF CONTACT Suzie Payne PH# (850) 484-1054

EMAIL ADDRESS: sdpayne@wsre.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/13/2018 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: WSRE-TV Foundation, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1000 College Blvd 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
Bob Culkeen

TITLE OF CERTIFYING OFFICIAL
General Manager, WSRE-TV

SIGNATURE (Digital)

DATE

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casart	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 2/26/18		DAVID MORGAN, SHERIFF 2/28/2018 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

WSRE-TV 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

This event is a WSRE fundraiser titled "Be My Neighbor Day". WSRE and "Ounce of Prevention" present this free community event focused on early learning along with health and safety resources for families with young children. Our title sponsor for this event is "Ounce of Prevention" at the state level out of Tallahassee. Their local representation is the local Department of Children and Families, Phyllis Gonzales. WSRE is working with the Governor's Office and the local DCF organization to connect community organizations to Escambia County and surrounding area families.

This fundraising event helps WSRE promote children's programming and educational outreach in support of WSRE's mission.

The theme of this fundraiser "Be My Neighbor" is based on WSRE's childrens' program, "Daniel Tigers Neighborhood". Every episode features common childhood hurdles that Daniel and his friends overcome using teamwork, creative thinking and positive attitude. "Daniel Tigers Neighborhood's" educational goals are to help foster an interest in reading and writing, to encourage positive social skills, and to model age appropriate problem solving strategies.

WSRE

A SERVICE OF PENSACOLA STATE COLLEGE

Vision & Mission Statement

Vision

WSRE will positively influence the daily lives of all on the Gulf Coast through broadcast programming and educational outreach services that encourage us to engage more deeply in the world around us.

Mission

The mission of WSRE is to open doors to a larger world with quality programming and educational outreach services for every person on the Gulf Coast who desires to be more educated, informed and entertained. WSRE helps people make informed decisions with a better understanding of the community and world in which they live. As a community-supported, outreach service of Pensacola State College, WSRE brings forth culture and ideas that enhance the quality of life and promote the joy of discovery and learning.

Form **W-9**
(Rev. November 2005)
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)
WSRE-TV FOUNDATION INC

Business name, if different from above
501(c)(3)

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1000 COLLEGE BLVD

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 Line 1 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
| | | | | | | | | |

or

Employer identification number
5 9 - 2 9 9 3 2 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Karen Hoge Date ▶ 9/1/11

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

0000003 11/24/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012530962C-5	11/30/2015	11/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WSRE TV FOUNDATION INC
1000 COLLEGE BLVD
PENSACOLA FL 32504-8910

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13626 **County Attorney's Report** **11. 1.**

BCC Regular Meeting **Action**

Meeting Date: 03/15/2018

Issue: Authorize the Scheduling of a Public Hearing to Consider an Ordinance Creating Sections 86-131 through 86-160 of the Code of Ordinances

From: Bobbie Ellis-Wiggins, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider an Ordinance creating Sections 86-131 through 86-160 of Ch. 86, Art. IV, Div. 3 of the Escambia County Code of Ordinances to Implement New Legislation Governing Small Wireless Facilities.

That the Board authorize the scheduling of a Public Hearing on Thursday, April 5, 2018, at 5:33 p.m. to consider adopting an Ordinance creating Sections 86-131 through 86-160 of the Code of Ordinances to implement new legislation governing placement of small wireless facilities in County rights-of-way.

BACKGROUND:

On February 1, 2018, the Board of County Commissioners extended the moratorium on permitting small wireless facilities in County rights-of-way by 90 days through May 3, 2018, to allow the County time to review, consider, analyze, and evaluate the restrictions and mandates in the amendments to F.S. § 337.401.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and will be advertised in the Saturday, March 24, 2018, edition of the Pensacola News Journal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon adoption, a copy of the Ordinance will be filed with the Department of State.

Attachments

Proposed Ordinance

Revisions from Previous Draft

ORDINANCE NO. 2018-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING CHAPTER 86, ARTICLE IV, DIVISION 3, SECTIONS 86-131 THROUGH 86-160 OF THE CODE OF ORDINANCES OF ESCAMBIA COUNTY, FLORIDA, THE SMALL WIRELESS FACILITIES ORDINANCE, FOR THE PURPOSE OF ESTABLISHING REQUIREMENTS FOR COLLOCATION OF SMALL WIRELESS FACILITIES IN COUNTY RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, REGISTRATION, PERMITTING, OBJECTIVE DESIGN STANDARDS, MAKE-READY WORK, APPEALS, INSURANCE, INDEMNIFICATION, FORCE MAJEURE, PERFORMANCE BONDS, ABANDONMENT, COLLOCATION FEES, LIABILITY, AND NOTICE; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County rights-of-way are a valuable and limited resource which the County must appropriately manage for both current and future uses; and

WHEREAS, the County is authorized to regulate its rights-of-way pursuant to F.S. § 125.01(m) and F.S. § 336.02; and

WHEREAS, in 2017, the Florida Legislature enacted HB 687, codified in F.S. § 337.401, and known as the "Advanced Wireless Infrastructure Deployment Act," which addressed the authority of local governments to regulate the placement and maintenance of small wireless facilities in public rights-of-way; and

WHEREAS, the Board desires to accommodate the growing need and demand for wireless communications services while also protecting, preserving, and maintaining the safety and aesthetic character of its rights-of-way and areas surrounding its rights-of-way; and

WHEREAS, F.S. § 337.401 requires the County to treat communication services providers in a nondiscriminatory manner when imposing rules or regulations governing the placement and maintenance of small wireless facilities in its rights-of-way; and

WHEREAS, the Board finds that exercising its authority, to the fullest extent allowed by federal and State law, to adopt reasonable, nondiscriminatory, and competitively neutral rules and regulations governing the placement and maintenance of small wireless facilities in County rights-of-way serves an important public purpose and promotes the health, safety and welfare of the County and its citizens.

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

DRAFT

SECTION 1. Chapter 86, Article IV, Division 3 is hereby created as follows:

DIVISION 3. – SMALL WIRELESS FACILITIES IN COUNTY RIGHTS-OF-WAY

Sec. 86-131. Providing for a title.

This division shall be known as the "Small Wireless Facilities Ordinance."

Sec. 86-132. Legislative findings and intent.

(a) The board of county commissioners finds that county rights-of-way are a unique and physically limited resource, critical to travel and transport within the county; that county rights-of-way must be managed and controlled in a manner designed to enhance the health, safety, and welfare of the county and its citizens while accommodating the need and demand for wireless communication services; and that it is in the best interest of county residents to establish, to the fullest extent authorized by law, reasonable, nondiscriminatory, and competitively neutral rules and regulations governing the placement and maintenance of small wireless facilities in county rights-of-way.

(b) This ordinance is intended to address the mandates in F.S. § 337.401(7) which restrict local governments' regulatory authority over collocation of small wireless facilities in their rights-of-way and establish requirements for administering requests for small wireless facility collocation in public rights-of-way.

Sec. 86-133. Authority and implementation; applicability.

(a) The county administrator or designee is authorized to adopt, modify, and repeal rules, regulations, forms, and procedures to carry out the intent and purposes of this division.

(b) This division shall govern placement and maintenance of small wireless facilities in county rights-of-way in all unincorporated areas of Escambia County.

Sec. 86-134. Definitions.

The following terms and phrases, when used in this division, shall have the following meanings, unless the context clearly indicates a different meaning:

(a) *Abandonment* shall mean the cessation of the use of a small wireless facility to provide wireless services for a period of 180 consecutive days, calculated from the date wireless services were last provided.

DRAFT

(b) *Ancillary Equipment* shall mean the following equipment associated with a small wireless facility: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

(c) *Antenna* shall mean mounted communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

(d) *Applicable Codes* shall mean:

(1) The Escambia County Land Development Code;

(2) The Escambia County Code of Ordinances, including without limitation this division adopted to implement the requirements of F.S. § 337.401;

(3) Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization and local amendments to those codes enacted to address threats of destruction of property or injury to persons;

(4) Objective design standards adopted in this division; and

(5) Policies and procedures utilized by the county in its implementation of other applicable codes.

As used herein, the meaning of the term “applicable codes” shall be construed to be consistent with the definition of “applicable codes” in F.S. § 337.401(7)(b)2., and any conflicts in construction shall be resolved in favor of the definition in F.S. § 337.401(7)(b)2.

(e) *Applicant* shall mean a wireless provider or an agent of a wireless provider who submits an application for registration or for a permit to place or maintain a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way.

(f) *Collocate or collocation* shall mean to install, mount, place, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in county rights-of-way.

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(g) *County* shall mean Escambia County, including any officer, official, employee, agent, representative, or designee of the county.

(h) *County Utility Pole* shall mean a utility pole owned by the county in the county right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in a county right-of-way within:

(1) a retirement community that:

(a) Is deed restricted as housing for older persons as defined in F.S. § 760.29(4)(b);

(b) Has more than 5,000 residents; and

(c) Has underground utilities for electric transmission or distribution.

(2) A municipality that:

(a) Is located on a coastal barrier island as defined in s. 161.053(1)(b) 3.;

(b) Has a land area of less than 5 square miles;

(c) Has less than 10,000 residents; and

(d) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

(i) *Emergency* shall mean a condition which poses clear and immediate danger to the life, safety, or health of one or more persons, or poses clear and immediate danger of significant damage to property.

(j) *FCC* shall mean the Federal Communications Commission.

(k) *FDOT* shall mean the Florida Department of Transportation.

(l) *Micro Wireless Facility* shall mean a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height, and an

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exterior antenna, if any, no longer than 11 inches, and suspended on cables strung between existing utility poles in compliance with applicable codes by or for a wireless services provider authorized to occupy the rights-of-way and who is remitting taxes under F.S. ch. 202.

(m) *Permit Application* shall mean a request submitted by a registrant to the county for a permit authorizing the placement or maintenance of a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way.

(n) *Permit Application Checklist* shall mean the list of application requirements based on applicable codes and consistent with the provisions of F.S. § 337.401(7), which list may be modified from time to time by the county at the county's sole discretion.

(o) *Permit Application Date* shall mean the date on which the county receives the permit application from the registrant.

(p) *Permit Completion Date* shall mean the date on which all permit requirements and conditions are completed and the small wireless facility or utility pole supporting a small wireless facility has passed final inspection.

(q) *Person* shall mean any natural person or any association, company, firm, partnership, joint venture, corporation, governmental entity, or other legal entity.

(r) *Place or Maintain* shall mean to erect, construct, install, place, maintain, repair, extend, expand, remove, occupy, retain, locate, or relocate a small wireless facility or utility pole to support a small wireless facility. By example and without limitation, a person owning or in any way having the right to exercise or exercising physical control over a small wireless facility is "placing or maintaining" such facility.

(s) *Registrant* shall mean a person holding an active registration.

(t) *Registration Application* shall mean a request submitted by an applicant to the county for registration to place or maintain a small wireless facility or utility pole to support a small wireless facility pursuant to this division.

(u) *Right-of-way* shall mean the surface and space above and below any real property in which the county has an interest in law or equity, devoted to, associated with, or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks. The term does not include private rights-of-way.

(v) *Small Wireless Facility* shall mean a wireless facility, including ancillary equipment,

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that meets the following qualifications:

(1) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. Ancillary equipment is not included in the calculation of equipment volume.

(w) *Utility Pole* shall mean a pole or similar vertical structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include: a horizontal structure to which signal lights or other traffic control devices are attached, a pole or similar structure 15 feet in height or less unless the county grants a waiver for such pole; and a wireless support structure.

(x) *Warranty* shall mean a registrant's 2-year obligation to guarantee all materials and labor used by the registrant in performing certain obligations hereunder, including without limitation the materials and labor guarantee associated with a registrant's performance of make-ready work.

(y) *Wireless Facility* shall mean equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

(1) The structure or improvements on, under, within, or adjacent to the pole or support structure on which the equipment is located;

(2) Wireline backhaul facilities; and

(3) Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

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(z) *Wireless Infrastructure Provider* shall mean a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wirelesss facilities, or wireless support structures but is not a wireless services provider.

(aa) *Wireless Provider* shall mean a wireless infrastructure provider or a wireless services provider.

(bb) *Wireless Services* shall mean any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

(cc) *Wireless Services Provider* shall mean a person who provides wireless services.

(dd) *Wireless Support Structure* shall mean a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

All references to applicable codes, statutes, rules, and regulations shall mean the then-current code, statute, rule, or regulation as may have been amended and/or renumbered since adoption of this ordinance.

Sec. 86-135. Wireless facilities in county rights-of-way.

(a) Subject to the requirements of this division, only the following wireless facilities may be placed or maintained in county rights-of-way:

(1) Small wireless facilities collocated on county utility poles;

(2) Small wireless facilities collocated on utility poles other than county utility poles; and

(3) Micro wireless facilities.

(b) Except as may be authorized by applicable State or federal laws or regulations, no other wireless facilities shall be placed or maintained in county rights-of-way.

(c) Wireless support structures are not permitted in county rights-of-way.

(d) All installations in county rights-of-way shall comply with F.S. ch. 333 and federal regulations pertaining to airport airspace protections.

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Sec. 86-136. Registration.

(a) Every person who places or maintains a small wireless facility or a utility pole to support a small wireless facility in county rights-of-way shall first obtain an active registration.

(b) An active registration is required prior to submitting a permit application.

(c) Every person registering pursuant to this section shall submit the following information as applicable:

(1) The name under which it will transact business in the county and, if different, in the State of Florida;

(2) The address and telephone number of the applicant's principal place of business in the State of Florida or, if none, the name, address and telephone number of the applicant's national headquarters; the name under which the applicant is registered to do business in the State of Florida; and the name, address, and telephone number of the applicant's registered agent in Florida;

(3) The address and telephone number of any branch office located in the county;

(4) The name, address, telephone number, and email address of the applicant's primary contact person and the person to contact in case of an emergency, if different;

(5) The email address designated by the registrant to receive notices hereunder.

(6) A copy of the applicant's Florida annual resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida;

(7) The certificate number identifying the applicant's certificate of authorization, certificate of public convenience and necessity, or other similar certification issued by the Florida Public Service Commission, the FCC, or the Department of State; and

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(8) Certificate(s) of insurance evidencing that the applicant's insurance coverage complies with the county's insurance requirements as set forth in Exhibit "A" to the Permit Application Checklist.

(d) An active registration shall convey no legal or equitable rights to or title in county rights-of-way, and shall establish no right to place or maintain small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way.

(e) Within 30 days of any change in the information required to be submitted for a registration, a registrant shall provide to the county in writing all updates or changes to such information. By example and without limitation, such information includes a change in the registrant's primary contact person and a change in the email address designated by the registrant to receive notices hereunder.

(f) Registrants transferring ownership in any small wireless facility or utility pole supporting a small wireless facility shall provide the county, on or before the date on which the transfer of ownership transaction is closed, the name of the transferee and the date of transfer.

(g) A registrant may cancel a registration upon written notice to the county stating that the registrant will no longer be placing or maintaining small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way. No registration may be cancelled if the registrant continues to place or maintain any small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way.

(h) Registrations remain active for two calendar years and shall be renewed biennially.

(i) Failure to renew a registration on or before the renewal date is a violation of this division and may result in the termination of the registration and the suspension or revocation of all permits issued thereunder.

(j) A registrant shall at all times comply with all applicable codes and all local, State, and federal laws, rules, and regulations governing the placement, maintenance, use, and operation of small wireless facilities.

(k) Registrations are expressly subject to any future amendments to or replacements of applicable codes, including without limitation this division.

(l) By submitting a registration application, a registrant acknowledges that it has reviewed this division and understands its content.

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Sec. 86-137. General registration conditions.

All registrants shall comply with the following registration conditions:

(a) A registrant shall not interfere with, displace, damage, destroy, or prohibit access to any facilities or utilities in county rights-of-way, including without limitation sewers, gas or water mains, storm drains, storm drainage lines, pipes, cables, or conduits, and shall not endanger the life or property of other persons.

(b) A registrant shall coordinate placement or maintenance activities with any other work, construction, installation, or repairs that may be occurring or are scheduled to occur in the subject right-of-way, and the registrant may be required to reasonably alter its placement or maintenance schedule as necessary to minimize disruptions and disturbance in county rights-of-way.

(c) *Restoration*.

(1) After completing any placement or maintenance of small wireless facilities on county utility poles, a registrant shall, at its own expense, restore the pole and right-of-way to a condition at least as good as the condition prior to commencement of such placement or maintenance.

(2) After completing any other placement or maintenance of small wireless facilities or utility poles supporting small wireless facilities, registrant shall, at its own expense, restore the right-of-way to a condition at least as good as the condition prior to commencement of such placement or maintenance.

(3) The county may establish generally applicable restoration standards or may establish restoration standards on a case-by-case basis.

(4) If a registrant fails to make such restoration within 30 days after completion of any such placement or maintenance, or such longer period as the county determines may be reasonably required under the cirumstances, the county may perform restoration and all reasonable restoration costs shall be charged to and paid by the registrant. The county may charge such restoration costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days after the county's demand therefor.

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(5) For one year following the original completion of the work, the registrant shall guarantee its restoration work and shall correct, at its sole expense, any restoration work that does not satisfy the requirements of this division.

(d) A registrant shall maintain its small wireless facilities in a manner consistent with accepted industry practice and applicable codes.

(e) A registrant shall at all times maintain its small wireless facilities, including all ancillary equipment and utility poles supporting small wireless facilities, in a neat and clean condition. Specifically, but without limitation, each small wireless facility and utility pole supporting a small wireless facility shall be kept free of graffiti; reasonably free of dirt, grease, rust, and corrosion; and free of chipped, faded, peeling, or cracked paint, finishes, or wraps visible from county rights-of-way or surrounding neighborhoods.

(f) Registrants shall use caution, care, and skill in performing work in county rights-of-way and shall take all reasonable steps to safeguard work site areas, including without limitation the safeguards set forth in Chapter 33 of the Florida Building Code and all other applicable codes.

(g) The county makes no warranties or representations regarding the fitness, suitability, or availability of its rights-of-way for the registrant's small wireless facilities. Any work performed, costs incurred, or services rendered by the registrant shall be at the registrant's sole risk. Nothing in this division shall affect the county's authority to add, vacate, or abandon rights-of-way, and the county makes no warranties or representations regarding the availability of any added, vacated, or abandoned rights-of-way for small wireless facilities.

(h) The county shall have the right to inspect all small wireless facilities and utility poles supporting small wireless facilities in its rights-of-way as it deems necessary.

(i) The placement and maintenance of all small wireless facilities and utility poles supporting small wireless facilities shall comply with the Americans With Disabilities Act, 42 U.S.C. Sec. 12101, et. seq., as amended, and regulations promulgated thereunder.

(j) If at any time the county reasonably determines that a small wireless facility or utility pole supporting a small wireless facility is or has caused a condition that is harmful to the health, safety, or welfare of any person, the registrant shall, at its own expense, correct or eliminate such condition after reasonable notice thereof. In an emergency, as determined by the county, if the registrant is not immediately

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available and/or is unable to immediately correct or repair the condition that poses a safety threat as described above, the county shall have the right to remove, make repairs, or eliminate same with the total cost being charged to and paid by the registrant upon demand. The county may charge such total cost to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(k) If at any time a condition exists that the county reasonably determines is an emergency that is potentially hazardous or life-threatening to any person or is a threat to the health or safety of the public, and to remedy such condition the county reasonably determines that the registrant must temporarily relocate and/or shut off service or transmissions through a specific small wireless facility, the county may, as an appropriate exercise of its police powers, order the registrant at its own expense to immediately perform such temporary relocation and/or shutoff until the condition has been remedied without liability to or recourse against the county. In such an emergency, if the registrant is not immediately available and/or is unable to perform the temporary relocation and/or shutoff, the county may perform or cause to be performed such temporary relocation and/or shutoff until the condition has been remedied with the total cost charged to and paid by the registrant upon demand. The county may charge such total cost to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(l) The registrant shall, at its sole expense and to the county's satisfaction, remove any rubbish, excess earth, rock, or other debris arising from or associated with any work performed by or on behalf of registrant in county rights-of-way and any other property affected by such work on a frequent and regular basis.

(m) Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to Florida law, including without limitation F.S. ch. 119.

Sec. 86-138. Involuntary termination of registration.

(a) The county may terminate a registration if:

(1) A federal or State authority suspends, denies, or revokes a registrant's certification or license required to provide telecommunication services;

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(2) The registrant's placement or maintenance of a small wireless facility or utility pole supporting a small wireless facility in county rights-of-way presents an extraordinary danger to the public or other users of such rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(3) The registrant substantively and materially violates any of the provisions of this division.

(b) Prior to termination, the county shall notify the registrant in writing setting forth all matters pertinent to the proposed termination, including the reason therefor. If the registrant fails to address or eliminate such matters within 30 days after the date of such notice, the registration shall terminate. Alternatively, the registrant may, within such 30-day period, present a plan to the county to accomplish same. If the plan is rejected by the county, the county shall, within 30 days of receipt of the plan, notify the registrant in writing of such rejection and of the final termination determination. The registrant may appeal the termination according to the appeal procedures in this division.

(c) In the event of termination and following any appeal period, the former registrant shall:

(1) In accordance with the provisions of this division, and as may otherwise be provided under law, notify the county of the assumption or anticipated assumption by another registrant of ownership of the registrant's small wireless facilities or utility poles supporting small wireless facilities; or

(2) Provide the county with a plan acceptable to the county for disposition of its small wireless facilities or utility poles supporting small wireless facilities. If a registrant fails to comply with this subsection, registrant’s small wireless facilities or utility poles supporting small wireless facilities are deemed abandoned and the county may exercise all legal and equitable rights and remedies as to such small wireless facilities and utility poles. In any event, a terminated registrant shall take all steps necessary to render safe the affected pole, the affected right-of-way, and every portion of each of its small wireless facilities or utility poles remaining in county rights-of-way.

(d) This section shall remain applicable to registrants after registration termination.

Sec. 86-139. Permits.

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(a) No person shall place or maintain a small wireless facility or utility pole to support a small wireless facility in county rights-of-way prior to receiving a permit authorizing same.

(b) Nothing in this division authorizes the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities or structures other than small wireless facilities or utility poles to support small wireless facilities in county rights-of-way.

(c) Requirements for permit applications shall be as specified in the permit application checklist. The county shall approve a complete application unless it fails to meet the permit application requirements.

(d) Applications for permits shall be processed in a nondiscriminatory, competitively neutral manner according to the following timeframes as established by F.S. § 337.401(7):

(1) Within 14 days after the permit application date:

a. The county shall determine whether the application is complete; and

b. The county shall notify the applicant in writing that the application is either complete or incomplete. If an application is incomplete, the county shall specifically identify the missing information in the notice to the applicant.

An application is deemed complete if the county fails to provide notification to the applicant within 14 days.

(2) Within 60 days after the permit application date:

a. The county shall approve or deny the application; and

b. The county shall notify the applicant in writing on the day the application is either approved or denied. If the application is denied, the county shall, in its notice to the applicant, specifically identify the basis for the denial, including the specific permit requirements and provisions from applicable codes on which the denial was based.

c. *Exceptions to the standard 60-day review period*.

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1. If the county does not use the 30-day negotiation period for alternative locations pursuant to Sec. 86-139(j), the county and the applicant may agree to extend the 60-day application review period and the county shall grant or deny the application on or before the end of the extended period.

2. If an application is incomplete, the 60-day review period shall begin on the date the application is deemed complete instead of on the permit application date.

A *complete* application is deemed approved if the county fails to approve or deny such complete application within 60 days after the permit application date or within 60 days after receipt of a complete application, as applicable.

(3) Within 30 days after the county's denial notice, an applicant may cure the identified deficiencies and resubmit the application.

(4) Within 30 days after receipt of a revised application:

a. The county shall review the revised application, which review shall be limited to the deficiencies cited by the county in its denial notice;

b. The county shall approve or deny the revised application; and

c. The county shall notify the applicant in writing on the day the revised application is either approved or denied. If the revised application is denied, the county shall, in its notice to the applicant, specifically identify the basis for the denial, including the specific permit requirements and provisions from applicable codes on which the denial was based.

A revised application is deemed approved if the county fails to approve or deny the revised application within 30 days after receipt thereof.

(e) A permit shall remain effective for 1 year unless extended by the county at the county's sole discretion.

(f) No small wireless facility may be permanently activated or placed in service until the county receives the registrant's notice that the placement or maintenance is

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complete, the permit has passed final inspection, and the county has approved such activation.

(g) A permit application may be denied if the proposed installation project fails to comply with applicable codes, including without limitation the objective design standards and all other standards, conditions, and requirements in this division. A permit application may also be denied if the proposed collocation:

(1) Materially interferes with the safe operation of traffic control equipment;

(2) Materially interferes with sight lines or clear zone standards and specifications for transportation, pedestrians, or public safety purposes as provided in the Florida Department of Transportation Plans Preparation Manual, Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Florida Greenbook), and/or the Florida Department of Transportation Design Standards;

(3) Materially interferes with compliance with the Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq, or similar federal or State standards regarding pedestrian access or movement;

(4) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; or

(5) Fails to comply with applicable local, State, and federal laws, rules, and regulations.

(h) In the event a permit is issued in error or contains errors, the county may correct such errors notwithstanding the prior issuance of the permit; however, such correction does not alter the timeframes within which permit applications shall be processed.

(i) The county may include conditions on permits to ensure adherence to applicable codes and protection of the health, safety, and welfare of its citizens.

(j) *Alternative location; negotiations.* Although the county may not establish minimum separation distances between small wireless facilities, the county may request that a location proposed for a small wireless facility be moved to another location in the right-of-way and placed on an alternative county utility pole or on a new pole.

(1) The county's request to the applicant for an alternative location must be made within 14 days after the permit application date.

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(2) The county and the applicant may negotiate the alternative location, including any objective design standards, for 30 days after the date of the county's request.

(3) If the alternative location is accepted by the applicant within the 30-day negotiation period, the applicant shall notify the county of its acceptance and such new location shall be deemed accepted for purposes of approving the permit application.

(4) If no agreement is reached, the applicant shall notify the county of such nonagreement and the county shall approve or deny the application within 90 days after the permit application date.

(5) The county's request for an alternative location, the applicant's acceptance or rejection of an alternative location, and the county's approval or denial of the permit shall be in writing and provided by electronic mail.

(k) The county may reserve space on county utility poles for future public safety uses but such reservation may not preclude collocation of a small wireless facility. If replacement of the county utility pole is required to accommodate the collocation of the small wireless facility as well as the future public safety use, the pole replacement shall be subject to the make-ready provisions provided herein and the replaced pole shall accommodate the future public safety use.

(l) The registrant shall submit inspection reports to the county every 5 years beginning on April 1 of the fifth year after the registrant's first permit completion date and continuing every fifth year thereafter. The inspection shall be performed within 6 months prior to each April 1st due date, and the reports shall certify as to each of the registrant's small wireless facilities and each of the registrant's utility poles supporting small wireless facilities that each such small wireless facility and each such utility pole has had no structural degradation and/or that any structural degradation has been rectified. The inspection reports shall be as to each of the registrant's small wireless facilities and utility poles installed in the county as of the inspection date regardless of when such small wireless facilities or utility poles were installed. A registrant's failure to submit an inspection report within 60 days after the due date may result in the termination of the registrant's registration.

(m) A consolidated permit application may be submitted for collocation of up to 30 small wireless facilities for which the county shall issue a single permit upon satisfactory completion of all permit requirements. As to each individual collocation

request within a consolidated permit application, the county may determine that the permit application as to any such individual collocation request is incomplete and may also deny the permit application as to any such individual collocation request as if such individual collocation request had been submitted in a single permit application.

(n) Wireless infrastructure providers may apply to install utility poles to support small wireless facilities in county rights-of-way; however, unlike applications from wireless services providers, the following provisions shall apply to applications from wireless infrastructure providers:

(1) The application shall include an attestation that a small wireless facility shall be collocated on the utility pole and be used by a wireless services provider to provide service within 9 months after the application approval date.

(2) The county shall process the application pursuant to the timeframes in Sec. 86-139(d).

(3) Unless a wireless services provider has applied or simultaneously applies to collocate a small wireless facility on the utility pole for which the application was submitted, the county may deny the application based on applicable codes or any county code, rule, procedure, or practice governing the placement of utility poles in its rights-of-way unrelated to the mandates in F.S. § 337.401(7), including without limitation zoning, land use, aesthetic, and other county codes, rules, procedures, and practices.

Sec. 86-140. Objective Design Standards

Small wireless facilities, including ancillary equipment and utility poles on which small wireless facilities are installed, shall be designed to ensure safety for the traveling public, to maximize compatibility with surrounding neighborhoods, and to minimize negative visual impacts. The following objective design standards for location context, color, stealth design, and concealment shall apply.

(a) *Location context.*

(1) Small wireless facilities shall not be installed in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. This subsection shall not limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial wireline facility.

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(2) Small wireless facilities shall comply with the county's nondiscriminatory undergrounding requirements that prohibit above-ground structures in its rights-of-way.

(3) Unless approved by the county on a case-by-case basis, no tree removal shall be permitted in county rights-of-way to increase signal strength or provide a line-of-sight. The proposed placement or maintenance of a small wireless facility that would result in tree removal shall comply with applicable codes, including any replanting requirements.

(4) No small wireless facility or utility poles on which small wireless facilities are installed shall be placed in a location which violates rules and regulations established by the occupational safety and health administration, the national electric safety code, or other agencies charged with ensuring public safety.

(b) *Color*.

(1) The color and finish of all pole-mounted equipment and all mounting and banding fixtures shall generally match the color of the pole.

(2) The color and finish of all other equipment and components shall generally match, blend with, or be camouglaged by the surroundings.

(c) *Stealth design.*

(1) *Wires and cables*. Wires and cables shall be located within utility poles that will accommodate same. For utility poles that will not accommodate interior placement of wires and cables, wires and cables shall be concealed in conduits which shall be of a color that generally matches the pole.

(2) *Antennas and other pole-mounted equipment*. Wraps, shrouds, or other concealment devices generally matching the color of the pole shall be used wherever technologically feasible.

(3) *Side-mounted equipment*. Side-mounted equipment shall extend no more than thirty 30 inches beyond the exterior of the utility pole measured from the exterior edge of the pole to the outermost surface of the side-mounted equipment, including any equipment enclosure.

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(4) *Ground-based enclosures*. Ground-based enclosures shall generally match, blend with, or be camouglaged by the surroundings.

(5) *Additional stealth standards*. For top-mounted antennas and installations using streetlight fixtures, the following standards shall apply.

a. *Top-mounted antennas*. Top-mounted antennas shall use a slim design wherein the antenna base does not extend beyond the top of the utility pole by more than is reasonably necessary for structural stability purposes based on the relative diameters of the antenna base and the top of the pole.

b. *Streetlight fixtures*: Where streetlight fixtures are used to camouflage small wireless facilities, such fixtures shall be of similar style and of similar lighting technology as nearby lighting fixtures and shall utilize dark-sky friendly lighting.

(d) *Concealment.*

(1) No signage or commercial advertising shall be placed on small wireless facilities or utility poles supporting small wireless facilities except identifying information that may be required by applicable State or federal laws or regulations.

(2) No lighted signal, lights, or illuminations shall be placed on small wireless facilities or utility poles supporting small wireless facilities unless required by applicable State or federal laws or regulations.

(3) Ground-based enclosures for small wireless facilities shall be located within a 10-foot radius of the supporting utility pole and, if possible, in areas with existing foliage or other aesthetic features to obscure them from view. The ground-based enclosures shall be designed to appear similar to other at-grade facilities in the same right-of-way and shall, if necessary and practicable, be further concealed with additional plantings approved by the county. The permit application shall include a depiction of such camouflaging for approval by the county. Non-camouflaged ground-based enclosures shall be painted or have a non-reflecting and non-contrasting finish selected to minimize visibility.

(e) *Maximum height restrictions.* A small wireless facility, including any attached antennas, shall not extend more than 10 feet above the utility pole upon which the small wireless facility is installed.

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(f) *New utility poles.*

(1) A new utility pole that replaces an existing utility pole shall be of substantially similar design, composition, and color as the pole it replaces; however, waivers of this requirement may be requested based on technological or aesthetic reasons.

(2) The height for a new utility pole shall be determined based on the height of poles existing in the same right-of-way as of July 1, 2017. New poles shall not exceed the height of the tallest existing pole, excluding poles for which a height waiver may previously have been granted, measured from grade in place within 500 feet of the proposed location of the new pole.

(3) If there is no existing pole within 500 feet, new utility poles shall not exceed 50 feet.

(4) Except as to the minimum spacing and height provisions herein, the installation of new utility poles shall be subject to county rules and regulations governing the placement of utility poles in its rights-of-way.

(5) Applications for installation of new utility poles shall be subject to the application review timeframes in Sec. 86-139(d).

(g) *Waiver of Objective Design Standard.* The county may waive an objective design standard as provided in F.S. § 337.401(7)(b)2. For each small wireless facility for which an objective design standard waiver is sought, registrants shall submit a written waiver request setting forth the reason(s) for the requested waiver. The county may grant a waiver, in its sole discretion, upon a showing satisfactory to the county that the particular design standard should be waived. By way of example, a design standard waiver may be granted if it is shown that the standard is not reasonably compatible with the particular location or that the standard will impose an excessive expense. The county shall grant or deny a waiver request within 45 days from the date of the request.

Sec. 86-141. Make-Ready Work.

(a) Within 60 days after receipt of a complete permit application for collocation on a county utility pole, the county shall provide a good faith estimate for any make-ready work necessary to enable its utility pole to support the requested collocation, which, in the county's sole discretion, may include pole replacement. Make-ready

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work, including any pole replacement, must be completed within 60 days after the applicant provides written acceptance of the good faith estimate.

(b) Alternatively, the county may require the applicant to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work.

(c) If the county determines in its sole discretion that pole replacement is required, the scope of the make-ready estimate for such replacement is limited to the design, fabrication, and installation of a utility pole substantially similar in design, composition, and color as the county's utility pole on which the permit applicant initially sought to collocate; provided, however, the county's determination that pole replacement is required shall be directly related to the requested collocation and shall not result in an in-kind contribution to the county.

(d) The county may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts make-ready work, subject to the county's construction standards for work in its rights-of-way.

(e) A replaced or altered county utility pole shall remain and/or become the property of the county.

(f) No make-ready work shall be required beyond that which is necessary to meet applicable codes and industry standards. Costs for make-ready work shall be paid by the applicant requesting same and may not include costs relating to preexisting damage or prior noncompliance. Costs for make-ready work, including pole replacement, if applicable, may not exceed actual costs or the amount charged to communication services providers other than wireless services providers for similar work and may not include consultant fees or expenses. The county may charge the total amount of costs for make-ready work to registrant's performance bond or corporate guarantee if the registrant fails to remit payment within 30 days after demand therefor.

(g) All make-ready work performed by a registrant shall be subject to the warranty and indemnification provisions set forth herein.

Sec. 86-142. Appeals.

(a) The following final determinations by the county are subject to appeal as provided in this section:

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(1) Denial of an initial registration or registration renewal;

(2) Involuntary termination of a registration;

(3) Suspension or revocation of a permit;

(4) The issuance of a notice of recovery under a performance bond or corporate guarantee;

(5) Denial of a permit; and

(6) Denial of a request for waiver.

(b) A registrant may appeal a decision subject to appeal by filing a written petition with the clerk to the county's special magistrate, with a copy to the county attorney, within thirty 30 days of the date of the decision. Petitions shall include: the decision which is the subject of the appeal; the facts pertinent to the challenged decision; and any argument in support thereof. Failure to file a petition within 30 days is jurisdictional and results in waiver of the right to appeal.

(c) The county may file a response to the petition, which shall be filed within 30 days of the date on which the petition was filed.

(d) Either party may request a hearing before the special magistrate, which shall be conducted according to the provisions in Chapter 30 of the Escambia County Code of Ordinances.

(e) An appeal of the special magistrate's final order shall be to the circuit court pursuant to the Florida Rules of Appellate Procedure.

Sec. 86-143. Insurance.

(a) No registration or permit shall be issued without evidence that the applicant's insurance coverages meet the county's insurance requirements as set forth in Exhibit "A" to the Permit Application Checklist.

(b) All certificates of insurance shall be accompanied by documentation establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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(c) Prior to the county's activating a registration or issuing a permit, Escambia County Risk Management shall approve all certificate(s) or other evidence of insurance, accompanying agent/agency documentation, and coverages evidenced thereby.

(d) New or renewal certificates or other evidence of insurance shall be submitted to the county at least 30 days prior to coverage renewal and/or expiration, or annually for self-insured registrants, and shall be deemed to satisfy this requirement upon approval by Escambia County Risk Management.

(e) Failure to timely submit new or renewal certificates or other evidence of insurance that satisfy the county's insurance requirements as determined by Escambia County Risk Management may result in automatic registration termination and permit revocation.

Sec. 86-144. Indemnification.

(a) Escambia County assumes no liability for injuries, loss, damages, or other claims arising from or in any way relating to the placement or maintenance of small wireless facilities in county rights-of-way.

(b) Registrants shall indemnify and hold harmless Escambia County, its officers, directors, employees, and affiliates, from and against any and all loss, liability, damage, claim, cost, fee, or expense whatsoever (including without limitation reasonable attorney's fees at trial and appellate levels) arising out of or in any way relating to registrant's placement or maintenance of small wireless facilities or utility poles supporting small wireless facilities in county rights-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by a registration or permit, except to the extent that such claims are caused solely by the county's negligence, gross negligence, or willful misconduct.

(c) This section is not, as to third parties, a waiver of any defense or immunity otherwise available to registrants or to the county, and registrants may assert every defense or immunity that the county could assert on its own behalf.

(d) Registrants' indemnification obligation shall not be limited by or to any insurance coverage, provision exclusion, or omission.

(e) The county shall notify registrants in writing within 30 days of receipt of notice regarding an issue that it determines may result in a claim requiring indemnification. Registrants shall investigate, handle, respond to, provide defense for, and defend all such claims at the registrant's sole expense and shall bear all

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other costs and expenses related thereto even if a claim is groundless, false, or fraudulent if the county so requests.

(f) The county shall not settle or compromise any matter for which a registrant's indemnification obligation is implicated without the prior written consent of the registrant, which consent shall not be unreasonably withheld.

(g) The county waives no rights against registrants because of the registrants' deposit with the county insurance certificates, renewals, or other evidence of insurance as required by this division.

(h) Nothing in this section shall be construed as denying to the county or to a registrant any remedy or defense available to such party under the laws of the State of Florida or as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28.

(i) The indemnification requirements in this division shall survive and remain in full force and effect after the cancellation, suspension, revocation, expiration, or other termination of a registrant's registration and all permits.

Sec. 86-145. Force Majeure.

(a) In the event the county's or a registrant's performance of or compliance with any of the provisions of this division is prevented by a cause or event not within the county's or registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed therefor; provided, however, that registrants shall use all practicable means to expeditiously cure or correct any such inability to perform or comply.

(b) For purposes of this section, causes or events not within the county's or a registrant's control shall include without limitation acts of God, floods, earthquakes, landslides, hurricanes, fires, and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes, and restraints imposed by order of a governmental agency or court.

(c) Causes or events within a registrant's control and therefore not applicable to this section include without limitation a registrant's financial inability to perform or comply; economic hardship; and misfeasance, malfeasance, or nonfeasance by registrant or any of registrant's directors, officers, employees, contractors, or agents.

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(d) Nothwithstanding the foregoing, upon the declaration of a local, state, or national state of emergency, the county's timeframes for processing permit applications are tolled until the state of emergency is lifted.

Sec. 86-146. Payment and Performance Bonds; Corporate Guarantee.

(a) All permit applications shall be accompanied by:

(1) A certified copy of the registrant's payment and performance bond executed and recorded in the Escambia County public records according to the provisions of F.S. § 255.05; or

(2) An irrevocable and unconditional corporate guarantee in favor of the county, duly executed, notarized, sealed, and issued by the registrant, in a form satisfactory to Escambia County Risk Management, covering and guaranteeing the full performance of registrant's obligations hereunder.

(b) The performance bond or corporate guarantee shall serve to guarantee proper performance under this division and the associated permit; the timeliness and quality of the placement and/or maintenance project; the restoration of county utility poles and rights-of-way in the event the registrant damages or fails to properly restore same; the removal of small wireless facilities or utility poles supporting small wireless facilities in the event the registrant fails to do so after abandonment or in the case of an emergency as described herein; and the payment of any amounts the registrant is obligated to pay hereunder upon the registrant's failure to pay after demand therefor.

(c) The bond shall name the county as obligee and shall be conditioned upon the registrant's full and faithful compliance with all requirements, duties, and obligations imposed by the permit and by this division.

(d) The bond shall be in a form acceptable to Escambia County Risk Mangement and must be issued by a surety authorized to do business in the State of Florida and having an A.M. Best A-VII rating or better.

(e) The county's right to recover under the bond or corporate guarantee shall be in addition to all other rights of the county, whether reserved in this division or otherwise authorized by other law.

(f) Any proceeds recovered under the bond or corporate guarantee may be used to reimburse the county for such additional expenses as may be incurred by the county as a result of the registrant's failure to comply with permit conditions or with

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the requirements imposed by this division, including without limitation attorney's fees and costs of any action or proceeding arising from or relating to registrant's noncompliance.

Sec. 86-147. Abandonment of small wireless facilities.

(a) A registrant shall notify the county in writing of its intent to abandon a small wireless facility no later than 180 days prior to abandonment, or upon the registrant's knowledge of the abandonment if the registrant acquires such knowledge after the 180-day period, or no later than 30 days following such abandonment, whichever is sooner.

(b) The county shall provide registrant written notice if, upon independent evaluation, the county reasonably believes a small wireless facility has been abandoned. Within 30 days from the date of such notice, registrant shall either remove such facility or notify the county that such facility is not abandoned. Registrant's failure to respond within such 30-day period shall be deemed abandonment as of the 30th day following the date of the notice.

(c) Within 30 days of abandonment, registrant shall at its sole expense remove all abandoned small wireless facilities and restore all affected poles and rights-of-way to their pre-installation condition.

(d) A registrant's utility pole no longer supporting a small wireless facility shall, at the county's option, be removed from the county's right-of-way by the registrant.

(e) Registrant's failure to timely effect such removal and restoration is a violation of this division. In such event, the county may perform such removal and restoration and all reasonable removal and restoration costs shall be charged to and paid by the registrant upon demand. The county may charge such removal and restoration costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days of demand therefor.

Sec. 86-148. County Approval for Right-of-Way Work.

(a) A registrant shall obtain a county right-of-way permit or similar authorization for all right-of-way work that involves excavation, sidewalk closure, closure of a vehicular lane, or other such work, all of which shall be performed according to applicable codes.

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(b) A county-approved Maintenance of Traffic Plan (MOT) is required prior to performing any work in county rights-of-way. Registrants shall submit for county approval an MOT referencing the proper index from the 600 series of the Manual of Uniform Traffic Control Devices (MUTCD) or a signed and sealed MOT from a registered Civil Engineer. The county may request changes to any submitted MOT prior to approval of same.

(c) No approval shall be required for:

(1) Routine maintenance of small wireless facilities;

(2) Replacement of existing small wireless facilities with small wireless facilities that are substantially similar or of the same or smaller size; or

(3) Installation, placement, maintenance, or replacement of micro wireless facilities.

Sec. 86-149. Annual Collocation Fees.

(a) Each registrant shall pay a non-refundable collocation fee of $150 per pole per year to collocate small wireless facilities on county utility poles.

(b) Annual collocation fees shall be due on or before April 1 of each year, with the first annual fee due on the date the permit is issued in an amount prorated from such date through March 31.

(c) Failure to timely pay the annual collocation fee shall be a violation of this division and shall subject the registrant to the remedies therefor, including without limitation termination of the registrant's registration and suspension or revocation of all associated permits.

Sec. 86-150. No liability or warranty.

(a) Nothing in this division shall be construed to make or hold the county responsible or liable for any claim, injury, loss, or damage to persons or property whatsoever, from any cause whatsoever, arising from or relating to the placement, maintenance, use, operation, or condition of a registrant's small wireless facilities or utility poles supporting small wireless facilities.

(b) No representation, guarantee, or warranty shall arise out of the county's activation of a registration or issuance of a permit hereunder.

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Sec. 86-151. Notices.

All notices under this division shall be in writing by electronic mail. Notices to a registrant shall be deemed delivered if emailed to the most recent email address reflected on the registrant's registration. Notices to the county shall be deemed delivered if emailed to smallwirelessfacilities@myescambia.com.

Sec. 86-152. Enforcement.

(a) A registrant's failure to comply with this division or the conditions of a permit shall constitute a violation of the Escambia County Code of Ordinances and may subject the registrant to registration termination, permit suspension or revocation, and, where applicable, civil penalties including without limitation injunctive relief.

(b) In addition to any other rights or remedies available at law or equity, or as otherwise provided in this division, the special magistrate shall have enforcement jurisdiction pursuant to Chapter 30 of the Escambia County Code of Ordinances, including without limitation the power to conduct hearings and impose fines. Any fines imposed by the special magistrate may be recoverable from the registrant's performance bond or corporate guarantee. An appeal of the special magistrate's final order shall be to the circuit court pursuant to the Florida Rules of Appellate Procedure.

(c) The county's failure to enforce any requirements of this division or conditions of a permit shall not constitute a waiver of the county's right to enforce such requirements, a waiver of subsequent violations of the same type, or a waiver of the county's right to exercise all available enforcement remedies.

(d) Upon permit revocation or registration termination, the registrant shall reimburse the county for all reasonable costs incurred by the county relating to such revocation or termination, including without limitation restoration costs, administrative costs, attorney's fees, and the cost of collection. The county may charge such costs to the registrant's performance bond or corporate guarantee if the registrant fails to make payment within 30 days after the county's demand therefor.

(e) The county may cause an immediate stop work order where a registrant's construction, placement, or maintenance poses a serious threat to the health, safety, or welfare of the public, which stop work order shall remain in effect until such threat has been abated.

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Secs. 86-153 – 86-160. Reserved.

SECTION 2. SEVERABILITY AND CONFLICTS.

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. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 3. INCLUSION IN THE CODE.

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

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

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CHANGES FROM DRAFT REVIEWED AT
COMMITTEE OF THE WHOLE ON MARCH 8, 2018

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(h) Registrations remain active for two calendar years and shall be renewed biennially.

(i) Failure to renew a registration on or before the renewal date is a violation of this division and may result in the ~~automatic~~ termination of the registration and the suspension or revocation of all permits issued thereunder.

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(l) ~~Every 5 years from the permit completion date, the~~The registrant shall submit inspection reports to the county~~.~~ every 5 years beginning on April 1 of the fifth year after the registrant's first permit completion date and continuing every fifth year thereafter. The inspection shall be performed within 6 months prior to ~~the~~each April 1st due date, and the reports shall certify ~~that~~ as to each of the registrant's small wireless facilities and each of the ~~small wireless facility or~~registrant's utility poles supporting ~~a~~ small wireless ~~facility~~facilities that each such small wireless facility and each such utility pole has had no structural degradation and/or that any structural degradation has been rectified. The inspection reports shall be as to each of the registrant's small wireless facilities and utility poles installed in the county as of the inspection date regardless of when such small wireless facilities or utility poles were installed. A registrant's failure to submit an inspection report within 60 days after the due date ~~shall~~may result in the termination of the registrant's registration.

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(3) Unless a wireless ~~service~~services provider has applied or simultaneously applies to collocate a small wireless facility on the utility pole for which the application was submitted, the county may deny the application based on applicable codes or any county code, rule, procedure, or practice governing the placement of utility poles in its rights-of-way unrelated to the mandates in F.S. § 337.401(7), including without limitation zoning, land use, aesthetic, and other county codes, rules, procedures, and practices.

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(5) *Additional stealth standards*. For top-mounted antennas and ~~installatio~~installations using streetlight fixtures, the following standards shall apply.